TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 107

THE SHIP "MAGGIE HAMMOND," &c., AMASA DURKEE, CLAIMANT, APPELLANT,

vs.

THOMAS MORLAND, CHARLES STANHOPE WATSON, AND JAMES ROSE.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

FILED NOVEMBER 26, 1866.

SUPREME COURT OF THE UNITED STATES.

No. 306.

THE SHIP "MAGGIE HAMMOND," &c., AMASA DURKEE, CLAIMANT, APPELLANT,

vs.

THOMAS MORLAND, CHARLES STANHOPE WATSON, AND JAMES ROSE.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

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1 THE UNITED STATES OF AMERICA, *District of Maryland, ss:*

At a Circuit Court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday in November, (being the 4th day of the same month,) in the year of our Lord one thousand eight hundred and sixty-seven.

Present: The Honorable S. P. Chase, Chief Justice of the Supreme Court of the United States; William F. Giles, judge of Maryland district; Andrew Sterett Ridgely, esquire, attorney; Washington Bonifant, esquire, marshal.

JAMES W. CHEW, *Clerk.*

Among other were the following proceedings, to wit:

SHIP MAGGIE HAMMOND
vs.
THOMAS MORLAND, CHARLES STANhope Watson and James Rose.

Be it remembered that heretofore, to wit, on the fourth day of November, in the year of our Lord one thousand eight hundred and sixty-seven, the claimant of the ship Maggie Hammond, by William George Brown and Frederick W. Brune, esquires, his proctors, filed in the Circuit Court here the transcript of a record from the District Court of the United States in and for the Maryland district, in the words and figures following. to wit:

2 *District Court record.*

THE UNITED STATES OF AMERICA, *District of Maryland, to wit:*

At a District Court of the United States, in and for the Maryland district, begun and held at the city of Baltimore, on the first Tuesday in September, (being the third day of the same month,) in the year of our Lord one thousand eight hundred and sixty-seven.

Present: The Honorable William F. Giles, judge Maryland district; Andrew Sterett Ridgely, esquire, attorney; Washington Bonefant, esquire, marshal.

JAMES W. CHEW, *Clerk.*

Among other were the following proceedings, to wit:

THOMAS MORELAND, CHARLES STANhope Watson and James Rose,
vs.
SHIP MAGGIE HAMMOND.
Libel. F'd 26 Feb'y, 1867.

Attachment.

THE UNITED STATES OF AMERICA, *District of Maryland, to wit:*

To the Marshal for the Maryland district, greeting:

We command you that you attach, seize, take and safely keep the ship "Maggie Hammond," her boats, tackle, apparel and fur-

3 niture, to answer the libel of Thomas Morland, Charles Stanhope Watson and James Rose, trading as Moreland, Watson & Co., in a cause of contract, civil and maritime, and how you shall execute this precept you make known to us in our District Court for the district aforesaid, at the United States court-room, in the city of Baltimore, on the 14th day of March next, and have you then and there this writ.

Witness the Honorable William F. Giles, judge of our said District Court, this first Tuesday of December, in the year of our Lord one thousand eight hundred and sixty-six.

Issued 26th day of February, 1867.

[SEAL.]

JAMES W. CHEW,
Cl'k Dist. C't.

Marshal's return.

Atta'd Feb'y 27, 1857. Advertised.

W. BONEFANT,
U. S. Marshal.

Advertisement.

THE UNITED STATES OF AMERICA, *District of Maryland, to wit:*

Whereas, on the 26th day of February, 1867, John McClary and Oliver McCleary, John T. Bigelow and others, and Thomas Morland and others, filed their libels in the United States District Court for the district of Maryland, against the ship "Maggie Hammond," in a cause of contract civil and maritime;

And whereas, by virtue of process in due form of law to me
4 directed, returnable on the 14th day of March next, I have seized and taken the said ship, and I have the same in my custody;

Notice is hereby given that a District Court will be held at the United States court room, in the city of Baltimore, on the 14th March next, for the trial of the said premises, and the owner or owners, and all persons who may have or claim any interest, are hereby cited to be and appear at the time and place aforesaid, to show cause, if any they have, why a final decree should not pass as prayed.

W. BONEFANT,
United States Marshal.

Claim.

THOMAS MORLAND AND OTHERS
vs.
THE BARQUE MAGGIE HAMMOND.

Amasa Durkee, of Yarmouth, Nova Scotia, now here present, comes and claims, as his own property, the said barque Maggie Hammond, libelled in the case aforesaid in the District Court of the United States

in and for the Maryland district; and the said Amasa Durkee alleges that at the time said libel was filed he was and yet is the true, sole and lawful owner and proprietor, bona fide, of said barque or vessel, and of this he is ready to make due proof as the court shall direct.

AMASA DURKEE.

BROWN & BRUNE, *Proc'ors.*

5 Subscribed and sworn to before me, this 11th day of March, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r.

[U. S. 5-cent int. rev. stamp.]

Stipulation.

THE UNITED STATES OF AMERICA, *District of Maryland, to wit*:

Be it remembered that on this 11th day of March, in the year of our Lord one thousand eight hundred and sixty-seven, before me, Isaac Brooks, jr., a commissioner appointed by the Circuit Court of the United States for the fourth circuit, in and for the Maryland district, pursuant to the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," appears Amasa Durkee, Stewart Darrell, George A. Coleman and Edwin Bailey, of the district aforesaid, in their proper persons, and submit themselves to the jurisdiction of the District Court of the United States for the district of Maryland, and consent to bind themselves, and do acknowledge themselves, their heirs, executors and administrators, to be bound in the sum of fourteen thousand dollars for the claimant of the barque Maggie Hammond, unto Thomas Moreland, Charles Stanhope Watson and James Rose, to perform and fulfil the final order and decree of the said District Court, and, in case of an appeal from such final order and decree of the said District Court, then the final order and
6 decree of the Circuit Court of the United States for the fourth circuit in and for the Maryland district; and in case o an appeal from such final order and decree of the said Circuit Court, then the final order and decree of the Court of the United States in a certain cause now depending in the said District Court, wherein the said Thomas Moreland, Charles Stanhope Watson and James Rose are libellants, and the claimant of the said barque Maggie Hammond is respondent, and unless they so do, they severally consent that execution shall issue against them, their heirs, executors and administrators, their goods, chattels, lands and tenements, wheresoever found or to be found.

Acknowledged before—

ISAAC BROOKS, JR.,
U. S. Commissioner.

Libel.

In admiralty.

To the Honorable William Fell Giles, judge of the District Court of the United States for the District of Maryland:

Thomas Morland, Charles Stanhope Watson and James Rose, partners trading as Morland, Watson & Company, subjects of her Majesty the Queen of Great Britain and Ireland, and residents of Canada, exhibit this their libel in a cause of contract, civil and maritime, against the ship or vessel "Maggie Hammond," now lying at the port of Baltimore, in the district aforesaid, within the admiralty and maritime jurisdiction of this honorable court, whereof Henry Anderson now is, or lately was, master, her boats, tackle, apparel and furni-
7 ture, and against all persons lawfully intervening for their interest therein. And thereupon the libellants allege and articulately propound as follows, to wit:

First. That on or about the twenty-third day of August, eighteen hundred and sixty-six, the said ship or vessel, whereof the said Henry Anderson was master, being in the port of Ardrossan, Scotland, and designed on a voyage thence on the high seas, to the port of Montreal, Canada, the said Henry Anderson, master of the said ship, took on board said ship, for the voyage aforesaid, in good order and condition, three hundred tons of Dalmillington pig iron, the property of the libellants, then and there worth to them five thousand dollars in gold, under a contract made by him as master of said ship to transport the same to the said port of Montreal, Canada, the act of God, the Queen's enemies, fire, and all and every other danger and accident of the seas, rivers and navigation of whatsoever nature or kind excepted, and to deliver the same unto the libellants or their assigns, they paying at the rate of twenty shillings per ton freight thereon, as by the bill of lading signed by said master, marked "Exhibit A," herewith filed as a part of this libel, will more fully appear.

Second. That said ship departed with said iron on board, but the said master, disregarding his duty and said understanding, abandoned his said voyage and made some improper disposition of said iron, and has failed and is making no effort to transport and deliver the same to the libellants or their assigns, and said vessel has made another voyage, and has come to and is now in the port of Baltimore
8 in charge of another master, without said iron on board, and that the failure of the said master, and on the part of said ship, to perform the aforesaid contract, the libellants have sustained damages to the amount of seven thousand dollars, for which they bring this suit.

Third. That all and singular the premises are true and within the admiralty and maritime jurisdiction of this honorable court.

Wherefore the libellants pray that process in due form may issue against said ship, her boats, tackle, apparrel and furniture, and against all persons lawfully intervening for their interest therein, and that

this honorable court will pronounce for their aforesaid demand and decree the same to be paid with costs.

WALLIS & THOMAS,
Proctors for Libellants.

[50-cents U. S. int. rev. stamp.]

"Exhibit A."

Shipped in good order and well conditioned, by Henry Rogers, Son & Co., in and upon the good ship or vessel called the Maggie Hammond, whereof Anderson is master, for the present voyage, and now lying in the harbor of Ardrossan, and bound for Montreal, to say. three hundred tons Dalmillington pig iron merchandize, being marked and numbered as in the margin, and are to be delivered in like good order and well conditioned at the aforesaid port of Montreal, (the act of God, the Queen's enemies, fire, and all and every other dangers and accidents of the seas, rivers and navigation of whatever
9 nature and kind soever excepted, unto Messrs. Morland, Watson & Co., or to their assigns. freight for said goods to be paid by the consignees, at the rate of twenty shillings per ton in full, with no p'r cent. primage and average accustomed. In witness whereof the master or purser of the said ship hath affirmed to three bills of lading, all of this tenor and date, the one of which being accomplished the other two to stand void.

Dated at Ardrossan, the 23d day of Aug'st, 1866.

HENRY ANDERSON.

Marks.

E. 175 48 Dalmillington No. 4 pig iron, 300 tons, to be taken delivery of in Montreal as as can put it out.

Answer.

To the Honorable William F. Giles, judge of the District Court of the United States, within and for the district of Maryland:

And now Amasa Durkee, of Yarmouth, Nova Scotia, intervening for himself and his interest in the barque Maggie Hammond, appears before this honorable court, and for answer to the libel of Thomas Morland and others, of Montreal, Canada, against the said ship, alleges and articulately propounds as follows:

First. That this respondent is the true and lawful owner of the said barque Maggie Hammond, a vessel of five hundred and twenty-two 65-100 tons or thereabouts, and now lying in the port of Baltimore in the district aforesaid.

10 Second. That the said barque took on board at Ardrossan, Scotland, the three hundred tons of pig iron mentioned in the libel to be transported, under the contract, contained in the bill of lading, filed with the libel, to the port of Montreal; that shaid ship-

ment was made about the 23d of August, 1866, the date of the bill of lading. This respondent does not know the value of said iron, and leaves the libellants to prove the same; that Henry Anderson was then the master of said ship and signed said bill of lading as such.

Third. This respondent admits that said ship sailed with said iron, under said contract, upon the 24th of August, 1866, but this respondent denies that the said master, in disregard of his duty, abandoned said voyage, and made an improper disposition of said iron as alleged in the libel; and this respondent denies that he, as the owner and representative of said vessel is making no effort so transport and deliver said iron to the libellants or their assigns; he admits that the Maggie Hammond is now lying in the port of Baltimore in charge of another master, with another cargo on board on arrival, and without said iron; but this respondent says that facts and circumstances beyond your respondent's control, and sufficient as he alleges to excuse him from liability under said bill of lading, produced this state of things, and these facts and circumstances were as follows:

He says that the Maggie Hammond having set sail for Mon-
11 treal as above stated, and being tight, staunch and strong, and in every way fit for said voyage, proceeded thereon, until the 7th of September, when at 8 p. m. the ship encounted strong gales, which split some of the sails, and a heavy sea, which made a breach over the vessel; that this weather continued all night of the 7th, and at 4 a. m. of the 8th the ship began to make water; at about noon of the 8th the wind suddenly shifted, the ship was taken aback and the wind blowing a hurricane, it was necessary for the safety of ship and cargo to cut away the fore sails, lower for top sails and upper fore and main top sails and top gallant sail, with all the gear attached; and the ship was hove to under lower main top sails and reefed mizzen stay sail, laboring very heavily, making much water and keeping both pumps constantly going, and several heavy seas struck the ship whilst hove to, shaking her very considerably; whilst the ship was aback, the two royals, gaff top sail, main top mast and top-gallant stay sail got adrift and blew to ribbons; at noon of that day the ship was by account in latitude 49 1 north, and longitude 30 16 west.

At 2 o'clock p. m. it was blowing a heavy gale from the north and the ship leaking badly, and nearly all sails gone; it was determined for the general benefit of all concerned to bear away for Queenstown or some other port, and at 7 p. m. they wore ship to the eastward.

The same weather continued, with the pumps continually going,
until noon of the 9th, when it became more moderate and
12 enabled the ship's company to bend and set some old sails.

At 1 p. m. the master called the crew aft and asked whether they would proceed westward, but they replied that as the ship had not sufficient sails, and was leaking so badly, they declined to go westwardly.

The ship therefore continued to go easterly, but laboring heavily, with the pumps going constantly to keep down the water.

The stanchions of the cargo had also mostly given way, and the cargo was therefore shifted.

At 4 p. m. of the 16th the ship made land bearing north by west, and at 10 p. m. Salter's light bore east northeast, distant 10 miles.

And at 10 a. m. of 17th of September the ship came to anchor in Milford Haven, but making much water; and after surveys of the vessel and cargo, it was deemed best to have her towed to Cardiff, where there were greater facilities for landing and storing the cargo, and for repairing the vessel. She arrived at Cardiff and went into dock there on the 29th of September, when it was found that the cargo must be discharged, and that the ship was so much injured that, before the repairs could be completed, the season would be too far advanced for the ship to complete her voyage to Montreal before winter.

Under these circumstances the master of said ship and her consignees at Cardiff considered it for the interest of your respondent and not prejudicial to the interest of the libellants and others
13 the consignees and owners of said cargo, that the ship should make an intermediate voyage, but so as to return in time to carry forward the iron to Montreal by the opening of the spring navigation in the St. Lawrence.

And your respondent now alleges that the St. Lawrence is closed usually by ice between the first and twenty-fifth days of November in each year, and usually remains closed until between the 10th and 25th days of April of each year; so that, as the Maggie Hammond sailed from Cardiff for Baltimore upon the 23d day of November last, she might well have made the voyage to Baltimore with cargo and have returned to Cardiff in time to fulfil her contract by carrying the iron shipped at Ardrossan to Montreal by the opening of navigation of the St. Lawrence this spring.

But your respondent alleges that by reason of bad weather on the voyage to Baltimore, the Maggie Hammond had a passage of eighty-six days, and did not arrive at this port until the 18th of February, of this year, and your respondent finding that her arrival was so long delayed, anticipated her inability to return to Cardiff in time, and therefore six weeks ago, and before he heard of her arrival here, he instructed his agents in Cardiff, (who remained in charge of the cargo,) by steamer from Halifax, to charter a first class-vessel to take the place of the Maggie Hammond, and carry forward the iron in accordance with the stipulations in the bill of lading.

14 And your respondent alleges that it is the practice of vessels bound to the St. Lawrence and forced by stress of weather, to put back to England, and there detained for repairs so long that the navigation of the river would be closed before they could arrive at Montreal or Quebec, after the repairs, to undertake some intermediate voyage, until the navigation of the river should be reopened in the spring, and that it is not the practice of such vessels after their repair to attempt to approach the places of their destination on the river before that time.

That this practice or course of navigation is the best for all the parties interested in the ship or cargo, and the attempt to approach the St. Lawrence in the winter season with the navigation closed

would be considered by all acquainted with such voyages a reckless undertaking, and to be condemned alike by ship-owners, merchants and insurers.

And your respondent further alleges that for such vessels to sail, after repairs, for any open port in the United States or the British Provinces, and there to wait for the opening of the river navigation, would be a deviation, and such as would avoid the insurance on vessel and cargo.

Your respondent now further alleges that he has been informed by his agents in Cardiff that they informed the shippers of the iron that it would be left in Cardiff by the Maggie Hammond under their the agents charge, and that said shippers expressed themselves as satisfied with this arrangement.

15 Your respondent also shows that he has every reason to believe that the iron so left in Cardiff will, in the usual course of navigation, arrive in Montreal by the opening of the river there, and be delivered at as early a period as if the Maggie Hammond had remained in Cardiff through the winter. And your respondent alleges that if this should be the case the libellants will have incurred no damages for which your respondent can be held liable in this libel.

Your respondent therefore denies the right of the libellants to institute these vexatious and expensive proceedings in a foreign country until the important question of the extent of your respondent's liability to damages should be first fully ascertained and determined.

And your respondent also alleges that the contract under the bill of lading in this case still continues and is still binding on the libellants as well as himself, and cannot be sued upon by either party so long as the same is subsisting, and not fully executed by either party.

Your respondent also charges that the libellants do not sue your respondent for breach on his part of a subsisting contract, but as if the voyage had been entirely abandoned, and the contract under the bill of lading was at an end, and claims the full value of the iron at Montreal, without any allowance for the fact, that, by the act of God, the execution of the contract on the part of your respondent, up to this time, has been prevented; and also without any tender of an allowance for freight, as stipulated in the bill of lading, and also

16 without any tender of a general average on the part of the cargo, and every part of it towards the repairs and expenses at Cardiff made for the benefit of the cargo, as well as ships, and, which amounting in the aggregate to a large sum of money, to wit: to the sum of £850 as far as ascertained, has been paid by, or charged in account to your respondent.

Fourth. That all and singular, the premises are true, and your respondent prays therefore to be hence dismissed with his costs.

AMASA DURKEE.

BROWN & BRUNE,
Proctors for Respondent.

Subscribed and sworn to before me this 25th day of March, 1867.
ISAAC BROOKS, JR., *U. S. Commissioner.*

Deposition taken before Isaac Brooks, jr., esq'r. United States Commissioner, on the eleventh day of March, 1867.

Charles Stanhope Watson, on behalf of the libellants, makes oath, deposeth and saith as follows, to wit: I am a member of the firm of Moreland, Watson & Co., one of the libellants in the case of Moreland, Watson & Co. vs. The ship Maggie Hammond. I reside in Montreal, about seven hundred miles from Baltimore. I arrived in Baltimore on Friday the 15th of February, 1867. I came as the
17 representative of my firm, and of the libellants, I. T. Bigelow & Co., and of the other libellants, I. & O. McClary, growing out of their claim against the barque Maggie Hammond, for iron shipped on board of her for the said several firms, respectively, to be transported from Ardrossan, Scotland to Montreal, Canada. I have been here from that time to the present on that business; my reason for coming was that I learned that the barque, instead of taking our iron to Montreal, was in Baltimore, without it. I came in the hope of settling said claims, or if I was unable to do so, to take the necessary steps against the barque and owners. I postponed libelling even longer than I thought was safe, in order to save expense. I postponed awaiting the arrival of the owner. I expected his arrival because of a telegram received from him by the agents of his vessel gave me reason to do so, and at their request we forbore causing libels to be filed for my own firm, or for the other libellants, until the vessel was unloaded, when I was apprehensive that the vessel would get away. I suppose my remaining here has cost me three hundred dollars, American currency, for the necessary expenses of living. The average passage or voyage of sail vessls from Ardrossan, Scotland, to Montreal, is about forty days. I think that would be a long voyage for a first class ship; a vessel therefore loaded at Ardrossan, Scotland on or about the twenty-third of August, 1866, ought to have arrived during the first week of October. If the Maggie Hammond had arrived at that time in Montreal the iron of Moreland,
18 Watson & Co., on board of her, would have been worth there about twenty-four dollars in gold, duty free—there is no duty on it—but this value would include freight and all other expenses upon it. The iron shipped by Messrs. Bigelw & Co. about the same, and that shipped by Messrs. I. & O. McClary was No. 1 iron, and scarcer than the other iron, and was worth twenty-seven dollars per ton. I file herewith the invoices marked respectively, Nos. 1, 2 and 3, of the iron shipped to each set of the libellants. The invoice No. 3 is a press copy, and is not so complete as the others; the charge for bill of lading, insurance, commissions and interest are not in it. To get at the cost of that iron those items ought to be added, at the same rate, as in the other invoices marked No. 1 and 2.

Question. If the Maggie Hammond sustained such damage as to render her incapable of getting to Montreal, while navigation was open, would or would not the interest of the owners of the iron have been promoted by her going as near to Montreal as she could immediately after being repaired, and remaining there with the iron on board, and advising the owners of the fact?

Answer. Undoubtedly their interest would have been promoted, because the greater portion of the voyage being over, the risk of detention or accident of the remainder of the voyage would have been much less; besides the iron would be under our immediate control; it would have been utterly impossible for the Maggie Hammond, after having made the voyage she did to Baltimore, to have got back to any other port of England, or Ireland, or elsewhere in Europe, in time to have taken on board the iron in question, and have delivered it in Montreal as soon as if said intermediate voyage had not been made. During the six years experience I have had in Montreal, the navigation has been opened and the first ships from Europe have arrived there from the twenty-second to the twenty-eighth of April. The Maggie Hammond could not have gone back form Baltimore and [have gone back from Baltimore and] have taken the cargo of iron on board, any where in Europe, in time to have arrived in Montreal in time for the opening of the navigation,

Question. Do you or do you not know where the iron of your firm and the other libellants, shipped on board the Maggie Hammond, now is, or where it has been since it was taken from on board of her?

Answer. I have no positive knowledge; from heresay and from other information, I understand it is at Cardiff; Mr. Durkee has told me it was at Cardiff, and our agents have writen to tell me that they believed that it was there. The iron mentioned above, if it should arrive at the opening of navigation, as far as I can form any opinion, will be worth, the No. 4 iron, twenty-two dollars and-a-half, and twenty-four dollars per ton for No. 1, in gold, which I consider the present market value in Montreal. That value may be affected, in the mean time by causes which I cannot now anticipate.

Question. State whether or not Mr. Durkee, the owner of the barque, made any remark to you about the discharge of Capt. Anderson, and if yea, what he said?

Answer. He did. I cannot swear to the exact words, but, as near as I can recollect them they were the following: "And now Mr. Watson, as this is over I will tell you in all frankness that the reason I discharged the former captain was because he did not use proper dilligence to get your iron to Montreal last fall."

Question. What time does the navigation of the St. Lawrence usually close?

Answer. From the 15th to the 20th of November.

Question. Suppose the Maggie Hammond had met with a disaster on her voyage to Montreal, and had been obliged to put back in distress to England, and was obliged to remain for repairs beyond the time which would enable her to get to Montreal before the navigation closed. Do you mean, in such a case, to give it as your opinion, as a merchant, that she should sail towards Montreal as soon as her repairs were completed?

Answer. I have no opinion on the subject, I believe it to be her duty.

Question. For what port do you conceive it to have been the duty of the Maggie Hammond to sail for, on this side of the Atlantic,

after her repairs were completed, say about the middle of October last.

Answer. The nearest she could get.

Question. In answer to a question-in-chief you state that your agents have written to you that they believed the iron was at Cardiff; what agents do you refer to?

Answer. Messrs. Henry Rogers, Sons & Co., Wolverhamp-
21 ton, England.

Question. Have those gentlemen, or any other persons, except the libellants any direct or indirect interest in the iron mentioned in the several invoices which were presented?

Answer. None that I know of.

Question. In answer to one of the questions you speak of some remarks of Mr. Durkee to you, after the agreement was over; state whether, upon reflection, you will not correct said statement and say that the words used by Mr. Durkee were the following, viz: "I discharged the former captain because his conduct was unsatisfactory or words to that effect?"

Answer. I will not. I believe my testimony can be corroborated upon that point.

Question. Have you no recollection of Mr. Durkee's stating in connection with this remark, that his captain had been going about to different advisers with regard to the proper course to be pursued by him, and that this was unsatisfactory to him?

Answer. I have none. Mr. Durkee made similar remarks to those enquired about, during the progress of the agreement, but not after the agreement was made.

Question. Have you or your counsel in any way changed the claim you had upon the vessel, under the libels you have filed, by reason of the agreement of Mr. Durkee on 5th of March?

Answer. It has not in any way affected my claim on the vessel; it has been carried out.

CHAS. S. WATSON.

22 Subscribed and sworn to before me this 11th day of March, 1867.

ISAAC BROOKS, JR.,
U. S. Commissioner.

[U. S. 5-ct. int. rev. stamp.]

No. 1.

WOLVERHAMPTON, 23*rd August*, 1866.

Messrs. Moreland, Watson & Co., Montreal,
Bought of Henry Rogers, Sons & Co.

"Maggie Hammond."

300 ton, pig iron.

300 tons Dalmellington No. 4 iron, at 50 s. less 1p. c				742	10	
Brokerage				7	8	6
				749	18	6
6 months' interest at 7 p. c.				26	4	11
				776	3	5
Commission				23	5	8
B. lading &c		2	6			
Insurance on £930 at 60 s. T. P. A	27	18				
Policy	2	2	6	30	3	
				£829	12	1

Deposition taken before Isaac Brooks, Jr., esq'r, United States Commissioner, on the 18th day of March, 1867.

Amasa Durkee on behalf of the respondent makes oath, deposeth and saith as follows, to wit :

1st Question. State who is the owner of the barke "Maggie
23 Hammond," now lying in this port?

Answer. I am the sole owner.

Question. State, if you know, when the repairs upon said vessel were completed, at Cardiff, and whether she could then have made the voyage to Montreal before the closing of the St. Lawrence.

Answer. Her repairs were completed on the 5th of November; she could not then have made a voyage to Montreal before the closing of the St. Lawrence.

Interrogatory. State, if you know, about what date the St. Lawrence is annually closed by the ice, at Montreal, and when the navigation is usually opened in the spring, at that place, and what is the average voyage of vessels, heavily ladened, sailing from English or Scotch ports, on the west coasts, to the St. Lawrence.

Answer. To the best of my knowledge, the navigation closes from the 1st to the 20th of November; some years it is usually a month later than others; the navigation is usually opened from the first to the twenty-fifth of April. I believe the average passage for sailing vessels to be forty-five days.

Interrogatory. State where you reside; what is your age and occupation, and what brought you to Baltimore at this time.

Answer. I reside at Yarmouth, Nova Scotia. I am fifty-three years of age. I am a ship owner and ship builder. I have been master of a

vessel for twenty odd years. I received a telegraph message
24 in St. Johns, New Brunswick, from Messrs. Knox & Co., my agents, informing me that the Maggie Hammond was stopped here by parties from Monteal, requesting me to come on immediately. I came on as soon as I could, by steam, and arrived here on the 2nd of March, at night.

Interrogatory. State whether you have given directions to have the pig iron, which was left at Cardiff by the Maggie Hammond, forwarded to Montreal; and if so, when, and how, and by or through whom was it to be forwarded?

Answer. Six weeks ago, long before I heard of the Maggie Hammond's arrival, seeing that she was making a long passage, it appearing that she would not be back in time to start with the spring fleet, I wrote Messrs. Willans & Co., at Cardiff, in whose hands the iron is placed, to charter a first class ship, one that would be approved of by the shippers and underwriters, and ship it to start with the first ships to Montreal. I also wrote him three weeks since to be sure without fail to have the iron shipped in a first class ship—to see after the insurance, and start it by the first vessels. I also sent him a message by the cable, "to ship iron immediately." The letters referred to were sent by the Halifax steamers.

Interrogatory. Who was the master of the Maggie Hammond when she left Ardrossan, and who is now, and when did the present master take command?

Answer. Henry Anderson was the master of the Maggie
25 Hammond when she left Androssan; William Hilton is the present master; he took command on or about the twentieth of November.

Interrogatory. Did you state at the interview at Mr. Brune's office, after the basis of the agreement was agreed on, as follows, viz: "And now, Mr. Watson, as this is over, I will tell you in all frankness, that the reason I discharged the former captain was, because he did not use proper diligence to get your iron to Monteral last fall."

Answer. I did not.

Interrogatory. State what you did say on that occasion in reference to the removal of Capt. Anderson.

Answer. I did say, "Now, Mr. Watson, I will tell you that I discharged the captain, being dissatisfied with his proceedings," he not asking for any explanation, and I said nothing more.

Interrogatory. As ship owner and master, are you acquainted with the practice of vessels sailing for Canada ports, on the St. Lawrence, from Great Brittain? And if you are, state what is the usual course or practice of vessels bound for the St. Lawrence which, on the voyage, meet with such perils as oblige them to put back for repairs to Great Brittain, and are then detained too long in the port of repairs to reach the St. Lawrence before the closing of the river by ice.

Answer. The common practice of vessels bound to the St. Lawrence, and meeting with damage or adverse winds, making them too late to approach the river, and compelling them to go back to Great Brittain for repairs, is the following: They leave their cagoes

26 in England, and make some intermediate voyage, coming back and relading the cargo, and sailing again on or about the 20th of March; I am acquainted with this practice from being a ship owner and master of a vessel, which I was first at nineteen or twenty years of age. I believe, to the best of my knowledge, that the spring fleet leaves England for the St. Lawrence from the 15th to the 20th of March.

Cross-interrogatory. How often have you been on the St. Lawrence, in Canada, and when were you so?

Answer. I cannot say exactly how often I have been on the St. Lawrence; the last time I went there was in August last.

Cross-interrogatory. Were you ever there while the navigation was closed by ice? If yea, mention on what occasions?

Answer. I never was; but once waited fifteen days, say from the 15th to the last of April, for the ice to get out, and then met large quantities of field ice on my way up.

Cross-interrogatory. When the extent of the injuries the Maggie Hammond is supposed by you (from information you have from other sources, and from your own knowledge) to have sustained, was known, and the length of time necessary to repair them, could not another vessel have been procured to carry on her cargo to its destination before the close of navigation?

Answer. I do not think there could. I will give my reasons: The Maggie Hammond arrived at Milford Haven on the 18th of
27 September; even using the wires to Liverpool or some other port to obtain a vessel, giving the broker one day to procure the vessel and to make the charter-party, it would then take four days, at least, for a sailing vessel to get alongside the Maggie Hammond; then, say eight days to discharge and load the other ship, that would have brought it to the last of September; she could not have sailed until the 1st of October, which is later, in my opinion, than any vessel would attempt to leave England with a cargo of pig iron for Montreal.

Cross-interrogatory. On what voyage, and with what cargo, did you or your agents intend to send the Maggie Hammond, after discharging the cargo she brought here?

Answer. She would have been chartered the day after she was discharged, to go to Ireland with corn.

Cross-interrogatory. When ought she to have arrived there?

Answer. She would have arrived there on the 15th or 20th of April.

Cross-interrogatory. Would that not have been after the spring fleet ordinarily leaves for the St. Lawrence?

Answer. It would have been after the spring fleet ordinarily leaves, they generally leave about the 15th or 20th of March.

Cross-interrogatory. When, if at all, did you notify the libellants or the shippers of the iron of the directions which you say in your examination in-chief you have given to have it sent over in another vessel?

28 Answer. I personally did not notify the libellants or the

shippers of the iron, but have given my agent in Cardiff, Messrs. Willans & Co., directions to do so.

AMASA DURKEE.

Subscribed and sworn before me this 19th day of March, ——
ISAAC BROOKS, JR.,
U. S. Commissioner.

Deposition taken before Isaac Brooks, Jun., United States commissioner, in the city of Baltimore, on the 30th day of March, 1867.

Charles Howes, on behalf of the respondent, makes oath, deposeth and says, as follows, to wit:

1st interrogatory. What is your name and occupation? And state whether you have had any and what knowledge of the trade and navigation between Great Britain and the river St. Lawrence or the British Provinces.

Answer. My name is Charles Howes; my occupation is that of a master mariner; I have been in the trade to the river St. Lawrence from the United Kingdom for the last seventeen years, making two voyages every year, with one or two exceptions. I am now in command of the "William Yeo," of Prince Edward's Island, now lying at the port of Baltimore.

2 interrogatory. When is the navigation of the river St. Lawrence usually opened, and when closed? [And state whether you know of any rules of the insurance companies of Great Britain or the
29 provinces in regard to voyages to the St. Lawrence in the autumn or winter.]

(That part of the interrogatory in brackets objected to by the proctor for libellants.)

Answer. The navigation of the St. Lawrence is generally opened about the first of May, sometimes earlier; it is not considered safe to be there after 20th of November. The insurance companies do not allow vessels to leave the United Kingdom before the first of April, nor after the 10th of September, when bound for Quebec or the St. Lawrence, without paying higher rates.

3 interrogatory. State what would be the proper course for a vessel to take, which would sail from Great Britain, with cargo, bound for the river, and which should encounter sea perils which should compel her to return to a port in Great Britain for repairs, until it would be impossible to reach the river before the close of the navigation; and more particularly state whether, under such circumstances, it would be necessary for the vessel to remain unemployed until the opening of the navigation in the spring, or vessel, such vessel, should, as soon as required, sail towards the St. Lawrence, or some open port on the Gulf, with her cargo.

(Objected to by proctor for libellants, both for the matter and form.)

Answer. Under such circumstances, I should choose such a voyage which I could, in all probability perform, so as to return in time to

sail with the cargo as soon as it was customary to start for the St. Lawrence, leaving power with the agent to forward the cargo at the customary time for starting for the St. Lawrence, in case I should be able to return in time. I have known a case in which that has been done.

(Objected to by proctor for libellants.)

4 interrogatory. In case of a vessel, under the circumstances stated in the foregoing interrogatory, state whether she would be justified in sailing for the St. Lawrence or for an open port in the Gulf, in the winter season; and if not, why not?

(Objected to by proctor for libellant.)

Answer. I believe she would not be justified; in the first place, it would be a deviation from the voyage, and I would not be enabled to insure the ship for such a voyage, at that time of the year.

5 interrogatory. State what case it was that you refer to in your answer to the third interrogatory.

Answer. It was the case of the ship Lady Seymour, she having put back whilst on a voyage from Bristol to Quebec, from perils of the sea; the cargo was landed at Bristol; the ship, after being repaired, went on a voyage to New Orleans, (I believe it was New Orleans,) and the cago forwarded by another ship, the ship starting at the customary time in the spring of the next year. The Lady Seymour belonging to the same firm, in whose employ I was in that time, and now am.

(Question and answer objected to by proctor for libellants.)

Cross-examined.

1 cross-interrogatory. Are there ordinarily many vessels at Cardiff which can be chartered for a foreign voyage?

Answer. I believe so.

2 cross-interrogatory. Are there ordinarily many vessels in that port capable of making sea voyages?

Answer. There are. On one occasion I have had to wait more than a week, not being able to get in on account of the number of vessels in the dock.

3 cross-interrogatory. State, if you please, how many vessels you have known to be at Cardiff at one time, as nearly as you can now estimate, capable of performing voyages across the Atlantic?

Answer. There being so many vessels there, I could not state the number.

4 cross-interrogatory. Can you come within fifty or a hundred of the number?

Answer. There are three docks in Cardiff, one of them more than a mile in length, and the other about three quarters of a mile long—the size of the third dock I do not know. They are generally filled with sea-going ships.

5 cross-interrogatory. Do many vessels go there for the purpose of obtaining a charter?

Answer. I believe they do.

CHARLES HOWE.

Subscribed and sworn to before me this 30th day of March, 1867.

ISAAC BROOKS, JR., *U. S. Comm'r.*

Nelson Mosher, on behalf of the respondent, makes oath, deposeth and saith as follows, to wit:

1st interrogatory. What is your name and occupation; and state whether you have had any, and what, knowledge of the
32 trade and navigation between Great Britain and the river St. Lawrence, or the British Provinces?

Answer. My name is Nelson Mosher. I live in Nova Scotia. I am in command of the ship Nancy M., of Windsor, Nova Scotia. I have been in the trade between Great Britain and the river St. Lawrence from 1857 until 1862.

2nd interrogatory. When is the navigation of the river St. Lawrence usually opened, and when closed? [And state whether you know of any rules of the insurance companies of Great Britain, or the Provinces, in regard to voyages to the St. Lawrence in the autumn or winter.]

(That part of the interrogatory in brackets objected to by the proctor for libellants.)

Answer. The navigation of the river St. Lawrence is usually opened on the 1st of May; sometimes later. I have been in the ice in the Gulf the 10th of May, and been detained a week by it. It is usually closed the 15th of November. I know, by our own office at Windsor, that the policy I had, not allowing the ship to go into the Gulf after the 15th of November, and the employ I was in (which was a Liverpool firm) from 1857 to 1862 would not allow me to sail until the 5th of April.

3 interrogatory. What is the average time in passages from ports of Great Britain to Montreal?

Answer. I should say from thirty-five to forty days.

4 interrogatory. State what would be the proper course for a vessel to take, which would sail from Great Britain with cargo,
33 bound for the river, and which should encounter sea-perils which should compel her to return to a port in Great Britain for repairs, and should be then detained by repairs until it would be impossible to reach the river before the close of the navigation.

(Objected to by proctor for libellants, both for the matter and form.)

Answer. I should, in the first place, communicate with the shippers or agents, if I could, and then I should, after my ship was repaired, take an intermediate voyage, so as to return early enough to take in the former cargo; if not, I should direct my agent to ship it by a first class ship, when the navigation opened, which is the 5th of April.

(Answer objected to by proctor for libellant.)

5 interrogatory. In case of a vessel, under the circumstances stated in the foregoing interrogatory, state whether she would be justified in sailing for the St. Lawrence, or for an open port in the gulf, in the winter season; and if not, why not?

(Objected to by proctor for libellant.)

Answer. In the first place, it would be a deviation from the voyage, and I could not get the ship insured.

6 interrogatory. State when you were last in Cardiff, and whether the Maggie Hammond was there at the time.

Answer. I arrived in Cardiff on the 16th of October, and sailed on the 20th of November, 1866, with a cargo of railroad iron, for this port. The Maggie Hammond brought a similar cargo to this port, but did not sail until a few days after me.

34 7 interrogatory. State how long your voyage was, and whether you encountered bad weather, and what was the difference between the passage of your vessel and of the Maggie Hammond.

Answer. The first part of the passage was fine, the latter part we had very stormy weather, and we were ninety days in making our voyage to Baltimore. The Maggie Hammond had arrived a few days before me.

Cross-examined.

1 cross-interrogatory. Are you familiar with the port of Cardiff, and have you been often there?

Answer. I am not familiar with the port of Cardiff, having only been there twice; on each occasion in the fall of the year.

2 cross-interrogatory. Were there then many ships in the port capable of making a voyage across the Atlantic? If yea, give an idea, as well as you can, of the number.

Answer. The dock I was in was full of ships, so full that others had to lie in the roads till the loaded ones got out. That dock is about a mile in length. I should say that the western dock was three quarters of a mile long; that was also full of ships. The other dock I was not at. Ships generally go there for the purpose of getting iron and coal, both of which are shipped in very large quantities from that port.

3 cross-interrogatory. Do they, or not, frequently go to that port, without being previously chartered, relying on being able to get a load?

Answer. I once went myself, without a charter, relying
35 upon being able to get a cargo, which I got with some little difficulty. I have known many other vessels to go there without being previously chartered, and to get cargoes after getting there. There is plenty there to furnish cargoes.

4 cross-interrogatory. Do you know whether, when you were last in Cardiff, any vessels were there seeking charter for foreign voyages?

NELSON MOSHER.

Subscribed and sworn to before me this 30th day of M
ISAAC BROOK
U.

Andrew Cabel, on behalf of the respondent, makes oath, depos. and saith as follows, to wit:

1 interrogatory. What is your name and occupation?

Answer. My name is Andrew Cabel. I am a mariner, and mate of the Maggie Hammond. I joined her as mate at Cardiff, on the 12th of October last.

2 interrogatory. What was the condition of the Maggie Hammond when you first saw her, at Cardiff; was she, or not, sea-worthy?

Answer. When I first joined the Maggie Hammond, she was hauling off the gridiron, where she had been surveyed, to see what repairs she would require. It was found necessary to strip the copper off and caulk her all over.

3 interrogatory. State whether any delay occurred in the
36 repairs of the vessel; and if there was any delay, state from what causes the same occurred; and state when her repairs were completed.

Answer. We had to lay several days for our turn to get into the dry dock. The day after we got into the dry dock, one of the plates gave way on the boiler, which they had for the purpose of pumping water out of the dock, and we had to lay twelve days until it was repaired. Her repairs were completed on the 5th of November.

4 interrogatory. State who was master of said ship when you first joined her, and who commanded her on her late voyage to Baltimore, and whether any of her present crew were on board of her when she arrived in Cardiff.

Answer. Captain Anderson had charge of her when I first came on her, and Capt. Hilton had charge of her on her voyage from Cardiff to Baltimore. None of the present crew were on board of her when she arrived in Cardiff.

5 interrogatory. Look at the log-book now produced, and state what you know about it.

Answer. That is the log-book that was in the vessel when I joined her, and I have kept it ever since, to the day it was taken away. I have made all the entries in said log-book from the 17th of October to the 15th of March, 1867.

Cross-examined.

1 cross-interrogatory. When you were last in Cardiff, were there many vessels in that port, capable of performing a voyage
37 across the Atlantic, which could have been chartered for such a voyage?

Answer. There were a great many vessels in Cardiff, when I was there, capable of performing a foreign voyage. I do not know whether any were seeking a charter or not. I know there were so many that we could hardly get up and down the dock.

5 interrogatory. In case of a vessel, under the circumstances stated in the foregoing interrogatory, state whether she would be justified in sailing for the St. Lawrence, or for an open port in the gulf, in the winter season; and if not, why not?

(Objected to by proctor for libellant.)

Answer. In the first place, it would be a deviation from the voyage, and I could not get the ship insured.

6 interrogatory. State when you were last in Cardiff, and whether the Maggie Hammond was there at the time.

Answer. I arrived in Cardiff on the 16th of October, and sailed on the 20th of November, 1866, with a cargo of railroad iron, for this port. The Maggie Hammond brought a similar cargo to this port, but did not sail until a few days after me.

34 7 interrogatory. State how long your voyage was, and whether you encountered bad weather, and what was the difference between the passage of your vessel and of the Maggie Hammond.

Answer. The first part of the passage was fine, the latter part we had very stormy weather, and we were ninety days in making our voyage to Baltimore. The Maggie Hammond had arrived a few days before me.

Cross-examined.

1 cross-interrogatory. Are you familiar with the port of Cardiff, and have you been often there?

Answer. I am not familiar with the port of Cardiff, having only been there twice; on each occasion in the fall of the year.

2 cross-interrogatory. Were there then many ships in the port capable of making a voyage across the Atlantic? If yea, give an idea, as well as you can, of the number.

Answer. The dock I was in was full of ships, so full that others had to lie in the roads till the loaded ones got out. That dock is about a mile in length. I should say that the western dock was three quarters of a mile long; that was also full of ships. The other dock I was not at. Ships generally go there for the purpose of getting iron and coal, both of which are shipped in very large quantities from that port.

3 cross-interrogatory. Do they, or not, frequently go to that port, without being previously chartered, relying on being able to get a load?

Answer. I once went myself, without a charter, relying
35 upon being able to get a cargo, which I got with some little difficulty. I have known many other vessels to go there without being previously chartered, and to get cargoes after getting there. There is plenty there to furnish cargoes.

4 cross-interrogatory. Do you know whether, when you were last in Cardiff, any vessels were there seeking charter for foreign voyages?

NELSON MOSHER.

Subscribed and sworn to before me this 30th day of March, 1857.
ISAAC BROOKS, JUN.,
U. S. Comm'r.

Andrew Cabel, on behalf of the respondent, makes oath, deposeth and saith as follows, to wit:

1 interrogatory. What is your name and occupation?

Answer. My name is Andrew Cabel. I am a mariner, and mate of the Maggie Hammond. I joined her as mate at Cardiff, on the 12th of October last.

2 interrogatory. What was the condition of the Maggie Hammond when you first saw her, at Cardiff; was she, or not, sea-worthy?

Answer. When I first joined the Maggie Hammond, she was hauling off the gridiron, where she had been surveyed, to see what repairs she would require. It was found necessary to strip the copper off and caulk her all over.

3 interrogatory. State whether any delay occurred in the
36 repairs of the vessel; and if there was any delay, state from what causes the same occurred; and state when her repairs were completed.

Answer. We had to lay several days for our turn to get into the dry dock. The day after we got into the dry dock, one of the plates gave way on the boiler, which they had for the purpose of pumping water out of the dock, and we had to lay twelve days until it was repaired. Her repairs were completed on the 5th of November.

4 interrogatory. State who was master of said ship when you first joined her, and who commanded her on her late voyage to Baltimore, and whether any of her present crew were on board of her when she arrived in Cardiff.

Answer. Captain Anderson had charge of her when I first came on her, and Capt. Hilton had charge of her on her voyage from Cardiff to Baltimore. None of the present crew were on board of her when she arrived in Cardiff.

5 interrogatory. Look at the log-book now produced, and state what you know about it.

Answer. That is the log-book that was in the vessel when I joined her, and I have kept it ever since, to the day it was taken away. I have made all the entries in said log-book from the 17th of October to the 15th of March, 1867.

Cross-examined.

1 cross-interrogatory. When you were last in Cardiff, were there many vessels in that port, capable of performing a voyage
37 across the Atlantic, which could have been chartered for such a voyage?

Answer. There were a great many vessels in Cardiff, when I was there, capable of performing a foreign voyage. I do not know whether any were seeking a charter or not. I know there were so many that we could hardly get up and down the dock.

2 cross-interrogatory. When did the Maggie Hammond arrive in Baltimore, and when did she finish discharging the cargo she brought to this port?

Answer. She arrived in Baltimore, Sunday, 17th day of February. She began discharging her cargo on the 20th of February, and finished discharging it on the 27th of February.

2 cross-interrogatory. Where is she now, and whither is she bound, and with what cargo?

Answer. She is now in Baltimore, chargtered for some port of the United Kingdom, to take a cargo of corn. She may be ready to start on that voyage in about a fortnight or three weeks, or in good weather, might possibly be ready in ten days.

4 cross-interrogatory. What is the customary length of voyage, at this season of the year, for a vessel of the speed of the Maggie Hammond, from the port of Baltimore to any port in the United Kingdom of Great Britain?

Answer. Thirty days.

ANDREW CABEL.

Subscribed and sworn to before me this 30th day of March, 1867.

ISAAC BROOKS, JR.,
U. S. Comm'r.

38 *Testimony taken under a commission to John Rose and W. T. Gardner, of Montreal, Canada, on the 9th day of May, 1867, on the part of the libellants.*

Alfred Rudolf, of the city of Montreal, Province of Canada, harbor-master, being first duly sworn, in due form of law:

1st. Please state your residence and occupation.

I am now, and have been for upwards of six years past, harbor-master for the port and harbor of Montreal, and as such, it is my duty to keep an accurate register of the arrival and departure of all ships and vessels trading to that port. I have acted as a captain of steamboats on the St. Lawrence, and been familiar with all that concerns the navigation of the St. Lawrence for upwards of twenty years.

2d. Please state whether you know the firms of Moreland, Watson & Co., I. S. Bigelow & Co., and I. & O. McClary? If yea, please state who are the individual members of each of said firms respectively.

2nd. To the second interrogatory on the part of the libellants he deposes and saith: I known the firm of Morland, Watson and Company to be composed of Thomas Morland, Charles Stanhope Watson and James Rose.

3d. Please state whether or not any iron was shipped on board the ship or vessel "Maggie Hammond," at Ardrossan, Scotland, on or about the 23d of August, 1866, for the above-named firms respectively, to be transported and delivered to them at Montreal,

39 Canada. If yea, state how much was so shipped to each of them, respectively.

3. To the third interrogatory, on the part of the libellants, he deposeth and saith: I have no knowledge of this.

4th. Please state whether or not said iron, or any part of it, has arrived in Montreal? If yea, state when it so arrived, by what vessel, in what condition, and what charges or expenses had to be paid by or on behalf of each of the above-named firms before they could get possession of their portion thereof?

4. To the fourth interrogatory, on the part of the libellants, he deposeth and saith: I am aware that no such ship as the Maggie Hammond, nor any ship of that name, has arrived at the port of Montreal since August, 1866—this I am positive of—consequently no iron came by that vessel.

5th. Please state when the navigation of the St. Lawrence river, to Montreal, was closed in the winter or fall of 1866, and when the same was opened, so that vessels could reach that city in the spring of 1867, and when the first vessels from Europe did actually reach it in the spring of 1867?

5. To the fifth interrogatory on the part of the libellants he deposeth and saith: The navigation closed at Montreal on the fifteenth day of December, eighteen hundred and sixty-six. The last vessel for sea, by which I mean European ports, left Montreal on the twenty-eighth day of November; but steamboats continued to ply until the fifteenth day of December. The navigation opened
40 in the spring of eighteen hundred and sixty-seven, on the twenty-second day of April. The first vessel from sea or European ports arrived at Montreal on the fourth day of May; and at Quebec about the twenty-fourth or twenty-fifth day of April.

6th. Please state what would have been the value in Montreal, in United States currency, of each lot of iron shipped to each of said firms respectively, at the close of the navigation of the St. Lawrence in the fall or winter of 1866; what the value of each at the opening of said navigation in the spring of 1867, and what was the value of each when said iron actually arrived at Montreal, if the same, or any part thereof, has arrived?

6. To the sixth interrogatory on the part of the libellants he deposeth and saith: I have no knowledge of this.

7th. Please state any other fact within your knowledge calculated to show the amount or measure of damages sustained by each of the above-named firms in consequence of their not having received said iron at the time when they expected to receive the same?

7. To the seventh interrogatory on the part of the libellants he deposeth and saith: I can only say that Morland, Watson & Company are large importers and manufacturers of iron; but I cannot estimate any specific damage.

8th. Please state any other fact within your knowledge of importance to any of the parties to these causes.

8. To the eighth interrogatory on the part of the libellants
41 he deposeth and saith: I know of nothing else.

Cross-interrogatories.

1st. If in answer to the third direct interogatory you say that any iron was shipped from Ardrossan to the firms referred to in said interrogatory, please state all your means of knowledge on the subject?

To the first cross-interrogatory on the part of the respondent, he deposeth and saith: I have no knowledge of it.

2d. If in answer to the fifth direct you speak of the time of the closing of navigation of the St. Lawrence in 1866, and of its opening in 1867, state your means of knowledge on these points, and state also when the navigation of said river opened and closed since the beginning of the year 1861.

To the second cross-interrogatory on the part of the respondent, he deposeth and saith: I have already stated my means of knowledge. In eighteen hundred and sixty-one the navigation opened on the twenty-fourth day of April, and closed on the twenty-second day of December. The first vessel from sea arrived on the twenty-seventh day of April. The last vessel for sea sailed on the fourth day of December.

In eighteen hundred and sixty-two navigation opened on the twenty-third day of April, and closed on the seventh day of December. The first vessel from sea arrived on the twenty-eighth day of April, and the last vessel for sea left on the twenty-seventh of November.

In eighteen hundred and sixty-three navigation opened on the twenty-fifth day of April, and closed on the twelfth day of De-
42 cember. The first vessel from sea arrived at Montreal on the sixth day of May, and the last vessel left on the twenty-sixth day of November.

In eighteen hundred and sixty-four navigation opened on the thirteenth day of April and closed on the eleventh day of December. The first vessel from sea arrived on the twenty-eighth day of April, and the last for sea left on the seventh day of December.

In eighteen hundred and sixty-five navigation opened on the tenth day of April, and closed on the sixteenth day of December. The first vessel from sea arrived the third day of May, and the last for sea left on the twenty-fourth day of November.

3. State what is the latest usual period in the autumn for vessels to leave the ports of Great Britain, like Glasgow, Liverpool, or Bristol, bound for Montreal with cargo.

To the third cross-interrogatory on the part of the respondent he deposeth and saith: The latest usual dates for leaving are the mouths of September and October. The latest days I find, on reference to my official books, on which vessels left such ports for Montreal are, for sailing vessels—

In 1862, from Gloucester, October 23d.
In 1863, from London, September 14th.
In 1864, from London, September 10th.
In 1865, from Marseilles, September 27th.
In 1866, from Bordeaux, September 29th.

4th. State also whether or not there is a period fixed in the policies of insurance with which you are acquainted, on vessels
43 and cargoes bound in the autumn to ports on the St. Lawrence from ports of Great Britain, similar to those mentioned in the preceding interrogatory, and making the rate fixed on the policies dependant on the vessels embraced by the policies, sailing before a certain day, and increasing the rate or annulling the policy if the vessels sail after such day. If there is such period or date fixed in such policies, please state what such date or period is.

To the fourth cross-interrogatory on the part of the respondent, he deposeth and saith: In insurance policies there is usually a sliding scale for premiums. If the vessel leaves on or before a certain day, it is so much less. The rule varies, and I do not think there is any arbitrary date, figure, or rule.

5th. If in answer to the 6th direct interrogatory you speak of the values of the lots of iron enquired of, state whether you mean the cost of said iron, or the market value of such iron at the periods spoken of in the interrogatory If you mean the market value, state how you have ascertained this, and whether by actual sales of similar iron; and if you speak of actual sales, state when, and by whom, and to whom such sales were made.

To the fifth cross-interrogatory on the part of the respondents, he deposeth and saith: I know nothing of this.

6th. If you should state that said iron enquired of in the direct interrogatories, or any part thereof, has not arrived in Montreal,
44 state if you know where said iron may be, and more particularly, state whether you have any and what information from Messrs. Rogers & Co., the shippers of said iron, or others, that the same has been stopped or detained by legal proceedings, or otherwise, in England. If you have such information, state from whom such information was received, and by whom said legal or other proceedings to stop or detain said iron were instituted, and in whose name; and state also whether any one of the several libellants has at any times directed the said shippers, or others, in any way to stop, detain or attach said iron, or any part thereof, or has ratified or approved of the same; and if they did, state which of said libellants, when and how, and file copies of any such directions, instructions, ratification or approval.

To the sixth cross-interrogatory on the part of the respondents, he deposeth and saith: I only know that the iron did not arrive in the Maggie Hammond. I know nothing of the other particulars enquired of.

7th. State whether the libellants in the different cases abovementioned severally ordered the several parcels of iron referred to in the interrogatories-in-chief, or whether the libellants in one of the cases ordered the several parcels of iron for themselves and other libellants; state also who coducted the correspondence connected with the ordering of all the parcels with Messrs. Rogers & Co., the shippers of said iron, and also who conducted the correspondence with said shippers and others for the benefit of all of said libellants

when it was ascertained that the Maggie Hammond had re-
45 turned to England in distress, and more particularly when it was ascertained that the Maggie Hammond had sailed from Cardiff for Baltimore without said iron, and file with the answer to this interrogatory copies of all letters or other messages written or sent to Messrs. Rogers & Co., or other correspondents in England by any and all of the libellants in these cases after the disaster to the Maggie Hammond was ascertained; and also file copies of all letters and messages having reference to said iron received by any of the said libellants from Messrs. Rogers & Co., or their other correspondents, since said disaster; state whether the copies so filed are or are not copies of all the correspondence called for.

To the seventh cross-interrogatory on the part of the respondents, he deposeth and saith: I know nothing of this.

A. M. RUDOLF.
JOHN ROSE, *Comm'r.*
W. F. GARDNER, *Comm'r.*

Henry William Ireland, of the city of Montreal, iron broker, being first duly sworn in due form of law:

1st. Please state your residence and occupation?

1. To the first interrogatory on the part of the libellants he deposeth and saith: I live in the city of Montreal, and have been an iron broker in Montreal for five years; and thirty years before that in Canada West.

2nd. Please state whether you know the firms of Morland, Wat-
son & Co., I. S. Bigelow & Co., I. & O. McClary? If yea,
46 please state who are the individual members of each of said firms respectively.

2. To the second interrogatory on the part of the libellants he deposeth and saith: I know them all to be composed of the persons indicated in the heading of these interrogatories:

3d. Please state whether or not any iron was shipped on board the ship or vessel "Maggie Hammond" at Ardrosson, Scotland, on or about the 23d of August, 1866, for the above-named firms respectively, to be transported and delivered to them at Montreal, Canada? If yes, state how much was so shipped to each of them respectively.

2. To the third interrogatory on the part of the libellants he deposeth and saith: As regards the iron shipped to I. & O. McClary, I know that, as their agent, I held the bill of lading of one hundred and fifty tons of iron, signed by Henry Anderson, master of the ship "Maggie Hammond," and dates the twenty-third August, eighteen hundred and sixty-six. I received this bill of lading from I. & O. McClary in September or October last, with instructions from them to receive and forward the iron on the arrival of the Maggie Hammond in Montreal.

4th. Please state whether or not said iron, or any part of it, has arrived in Montreal? If yea, state when it so arrived, by what vessel, in what condition, and what charges or expenses had to be paid by or on behalf of each of the above-named firms before they could get possession of their portion thereof?

4. To the fourth interrogatory on the part of the libellants
47 he deposeth and saith: I am aware that none of the iron arrived; nor yet the ship Maggie Hammond.

5th. Please state when the navigation of the St. Lawrence river to Montreal was closed in the winter or fall of 1866, and when the same was opened so that vessels could reach that city in the spring of 1867, and when the first vessels from Europe did actually reach it in the spring of 1867?

5. To the fifth interrogatory, on the part of the libellants he deposeth and saith: I can only speak in general terms, and would refer to the books of the harbor officer.

6th. Please state what would have been the value in Montreal, in United States currency, of each lot of iron shipped to each of said firms respectively, at the close of the navigation of the St. Lawrence in the fall or winter of 1866; what the value of each at the opening of said navigation in the spring of 1867, and what was the value of each when said iron actually arrived at Montreal, if the same or any part thereof has arrived?

6. To the sixth interrogatory on the part of the libellants, he deposeth and saith: I cannot state the value in United States currency, but must do so in gold, on which basis all transactions here are carried on; and as gold fluctuates in the United States so does the value of United States currency here.

Assuming the closing of navigation to have been on the month of December, eighteen hundred and sixty-six, and I may say that there were no fluctuations during the whole of that month in the price of iron in Montreal, the value of the iron specified in the various
48 bills of lading were as follows:

The iron of Morland, Watson & Co., being three hundred tons, number 4, Dalmellington, was twenty-four dollars and fifty cents per ton, in gold, during all December, eighteen hundred and sixty-six; and since the opening of navigation of this year, up to the present time, the value is twenty-three dollars in gold. The iron of I. T. Bigelow and Co., being one hundred and fifty tons Eglinton number 4, and fifty tons Muirkirk number 4, was of the same value at the same dates as that of Moreland, Watson & Co. The iron of I. and O. McClary, being one hundred and fifty tons of number 1, Eglenton, was was worth at the same dates, to wit, in December last, twenty-eight dollars, and is now worth twenty-two dollars per ton in gold; that quality of iron was very scarce and hardly to be had last autumn, and small lots brought these extreme prices at that time. All these prices are estimated in gold, and the rate of premium on gold at the close of navigation last fall was about thirty-nine per cent. above par, and this spring about thirty-eight.

7th. Please state any other fact within your knowledge calculated to show the amount or measure of damages sustained by each of the above-named firms in consequence of their not having received said iron at the time when they expected to receive the same?

To the seventh interrogatory on the part of the libellants he deposeth and saith: I can state that all these irons were very

much in demand last autumn and winter, and would have brought these prices without any risk whatever. As regards the three first lots stated, viz., of Moreland, Watson and Co's., and I. T. Bigelow and Co's., being all number 4, I have further to state that these two firms being manufacturers, and having rolling mills, imported the iron for the purpose of being manufactured into bars and sheets; that now these firms will suffer the further loss (in addition to the diminished price of the iron itself,) of from six to seven dollars per ton, in consequence of being unable to work it up during the past winter into bar-iron and sheets. The price of both, bar-iron and sheets, has fallen in Montreal since the opening of the navigation of eighteen hundred and sixty-seven, fully to the extent of six to seven and I believe eight dollars per ton. The articles of bars and sheets were very scarce during last winter, and could not be had in this market at prices at six, seven, to eight dollars per ton in advance of present rates. As regards the iron of I. and O. McClary, I know they had to replace a part of it at thirty dollars per ton, for I bought it myself; (I cannot say the exact quantity,) and for other parties, I put the same price.

8th. Please state any other fact, within your knowledge, of importance to any of the parties to these causes?

Cross-interrogatories.

1st. If in answer to the third direct interrogatory you say that any iron was shipped from Ardrossan to the firms referred to in said interrogatory, please state all your means of knowledge on the subject.

To the first cross-interrogatory on the part of the respondents he deposeth and saith: My business consists in, having received the bill-of-lading and the instructions of J. and O. McClary, to receive and forward the iron.

2d. If, in answer to the 5th direct, you speak of the time of the closing of navigation of the St. Lawrence, in 1866, and of its opening in 1867, state your means of knowledge on these points, and state also when the navigation of said river opened and closed since the beginning of the year 1861.

To the second cross-interrogatory on the part of the respondent he deposeth and saith: I have already stated all I know.

3d. State what is the latest usual period in the autumn for vessels to leave the ports of Great Britain, like Glasgow, Liverpool, or Bristol, bound for Montreal with cargo.

To the third cross-interrogatory on the part of the respondent he deposeth and saith: I have already stated all I know.

4th. State, also, whether there is a period fixed in the policies of insurance with which you are acquainted, on vessels and cargoes bound in the autumn to ports on the St. Lawrence from ports of Great Britain, similar to those mentioned in the preceding interrogatory, and making the rate fixed in the policies dependent on the vessels embraced by the policies sailing before a certain day, and increas-

ing the rate or annulling the policy if the vessels sail after
51 such day; if there is such period or date fixed in such policies, please state what such date or period is.

To the fourth cross-interrogatory on the part of the respondent he deposeth and saith: I know no general rule.

5th. If, in answer to the 6th direct interrogatory, you speak of the values of the lots of iron enquired of, state whether you mean the cost of said iron or the market value of such iron at the periods spoken of in the interrogatory. If you mean the market value, state how you have ascertained this, and whether by actual sales of similar iron; and if you speak of actual sales state when and by whom and to whom such sales were made.

To the fifth cross-interrogatory on the part of the respondent he deposeth and saith: I speak of the market value, or what the iron would have brought at the time stated. I know of sales in November, eighteen hundred and sixty-six. I can state one by Isaac Buchanan and Co., through me, of similar iron, (number 1, Eglinton, at twenty-nine dollars per ton;) also by John Henry Evans, on the twentieth day of October, at twenty-eight dollars per ton. As regards number 4, I sold for Morland, Watson and Co., at twenty-five dollars per ton, on November the tenth, eighteen hundred and sixty-six, and on October the twentieth and about the same time, that is, just before the close of the outward navigation, to E. Leonard, of London, Lyman McNab and Company, of Toronto, and the Great West-
52 ern railway, and others, at twenty-five dollars; all these prices are in gold.

6th. If you should state that said iron enquired of in the direct interrogatories, or any part thereof, has not arrived in Montreal, state if you know where said iron may be, and more particularly state whether you have any and what information from Messrs. Rogers & Co., the shippers of said iron, or others, that the same has been stopped or detained by legal proceedings or otherwise in England; if you have such information, state from such information was received and by whom said legal or other proceedings to stop or detain said iron were instituted, and in whose names; and state also whether any one of the several libellants has at any time directed the said shippers or others in any way to stop, detain, or attach said iron or any part thereof, or has ratified or approved of the same, and if they did state which of said libellants, when and how, and file copies of any such directions, instructions, ratification or approval.

To the sixth cross-interrogatory on the part of the respondent he deposeth and saith: I have no such knowledge.

7th. State whether the libellants in the different cases above mentioned severally ordered the several parcels of iron referred to in the interrogatories-in-chief, or whether the libellants in one of the cases ordered the several parcels of iron for themselves and other libellants; state also, who conducted the correspondence con-
53 nected with the ordering of all the parcels with Messrs. Rogers & Co., the shippers of said iron, and also who conducted the correspondence with said shippers and others for the benefit of

all of said libellants, when it was ascertained that the Maggie Hammond had returned to England in distress, and more particularly when it was ascertained that the Maggie Hammond had sailed from Cardiff for Baltimore without said iron, and file with the answer to this interrogatory copies of all letters or other messages written or sent to Messrs. Rogers and Co., or other correspondents in England by any and all of the libellants in these cases, after the disaster to the Maggie Hammond was ascertained, and also file copies of all letters and messages having reference to said iron received by any of the said libellants from Messrs. Rogers & Co. or their other correspondents since said disaster; state whether the copies so filed are or are not copies of all the correspondence called for.

To the seventh cross-interrogatory on the part of the respondent he deposeth and saith: I know nothing of this.

H. W. IRELAND.

JOHN ROSE, *Com'r.*
W. F. GARDNER, *Commissioner.*
H. J. S. KING, *Clerk.*

John A. Pillow, of the city of Montreal, merchant, being first duly sworn in due form of law:

54 1st. Please state your residence and occupation.

1. To the first interrogatory on the part of the libellants he deposeth and saith: My name is John A. Pillow, of the city of Montreal, and I am one of the members of the firm of J. S. Bigelow & Co., above-named libellants.

2nd. Please state whether you know the firms of Moreland, Watson & Co., J. S. Bigelow & Co , and J. & O. McClary. If yea, please state who are the individual members of each of said firms [firms] respectively.

2. To the second interrogatory on the part of the libellants he deposeth and saith : I know the several firms, and that they are composed of the persons named in the heading of this interrogatory.

3d. Please state whether or not any iron was shipped on board the ship or vessel "Maggie Hammond" at Ardrossan, Scotland, on or about the 23d of August, 1866, for the above-named firms respectively, to be transported and delivered to them at Montreal, Canada. If yea, state how much was so shipped to each of them respectively.

To the third interrogatory on the part of the libellants he deposeth and saith: I know that I have received a bill-of-lading for two hundred tons of iron, viz., one hundred and fifty tons of Eglenton and fifty tons of Muirkirk, both No. 4, such bill-of-lading being signed by Henry Anderson, master of the ship Maggie Hammond, and dated the twenty-third of August, eighteen hundred and sixty-six, at Ardrossan. I only know of the shipment to Moreland, Wat-

55 son and Co. from having seen bill-of-lading of three hundred tons of iron, also No. 4 Dalmillington. These bills-of-lading are, I believe, fyled in this cause.

4th. Please state whether or not said iron, or any part of it, has arrived in Montreal. If yea, state when it so arrived, by what ves-

sel, in what condition, and what charges or expenses had to be paid by or on behalf of each of the above-named firms, before they could get possession of their portion thereof.

4. To the fourth interrogatory on the part of the libellants he deposeth and saith: It has not arrived, nor has the ship Maggie Hammond arrived.

5th. Please state when the navigation of the St. Lawrence river to Montreal was closed in the winter or fall of 1866, and when the same was opened, so that vessels could reach that city in the spring of 1867, and when the first vessels from Europe did actually reach it in the spring of 1867.

5. To the fifth interrogatory on the part of the libellants he deposeth and saith: I refer to the books of the harbour master for this, where accurate record of the dates is kept.

6th. Please state what would have been the value in Montreal in United States currency of each lot of iron shipped to each of said firms, respectively, at the close of the navigation of the St. Lawrence in the fall or winter of 1866; what the value of each at the opening of said navigation in the spring of 1867, and what was the value of each when said iron actually arrived at Montreal, if
56 the same, or any part thereof, has arrived.

6. To the sixth interrogatory on the part of the libellants he deposeth and saith: I cannot specify the exact prices at particular dates of the lots of iron in the condition of pig iron.

7th. Please state any other fact within your knowledge calculated to show the amount or measure of damages sustained by each of the above-named firms, in consequence of their not having received said iron at the time when they expected to receive the same.

7. To the seventh interrogatory on the part of the libellants he deposeth and saith: The exact damage, as near as we can calculate it to be, would be from seven dollars to eight dollars per ton; and it arises in this way: last year we imported pig iron for the purpose of being made into puddle bars. My firm have rolling mills, and were largely engaged in manufacturing bars and nails from pig iron; were we now to receive the pig-iron and turn it into bars we should lose from seven dollars to eight dollars per ton, as compared with the former prices. The price of pig-iron has fallen in England, and consequently that of puddle bars in proportion, and we could now lay down imported English bars here and work them into sheets at the above figure less; whereas if we had had the pig-iron last fall, we would have converted it into sheets last winter, and the sheets into nails, which nails we could have sold during last January at from a dollar per hundred weight more than we could do now. The
57 foregoing process is the ordinary use to which we would have put the pig iron had we received it last autumn. We can turn pig iron into nails in two or three days, and there was a great demand for nails from November, eighteen hundred and sixty-six, to January, eighteen hundred and sixty-seven, in Montreal.

Cross-interrogatories.

1st. If, in answer to the third direct interrogatory, you say that any iron was shipped from Ardrossan to the firms referred to in said interrogatory, please state all your means of knowledge on the subject.

To the first cross-interrogatory on the part of the respondent he deposeth and saith: I have already stated my sources of knowledge.

2nd. If, in answer to the 5th direct, you speak of the time of the closing of navigation of the St. Lawrence in 1866, and of its opening in 1867, state your means of knowledge on these points, and state also when the navigation of said river opened and closed since the beginning of the year 1861.

To the second cross-interrogatory on the part of the respondents he deposeth and saith: I have already stated my sources of knowledge.

3d. State what is the latest usual period in the autumn for vessels to leave the ports of Great Britain, like Glasgow, Liverpool, or Bristol, bound for Montreal, with cargo.

To the third cross-interrogatory on the part of the respond-
58 ents he deposeth and saith: I cannot state the exact day.

4th. State also whether or not there is a period fixed in the policies of insurance with which you are acquainted, on vessels and cargoes bound in the autumn to ports on the St. Lawrence from ports of Great Britain, similar to those mentioned in the preceding interrogatory, and making the rate fixed in the policies dependent on the vessels embraced by the policies sailing before a certain day, and increasing the rate or annulling the policy if the vessels sail after such day. If there is such period or date fixed in such policies, please state what such date or period is.

To the fourth cross-interrogatory on the part of the respondent he deposeth and saith: I am not aware what the rule is.

5th. If, in answer to the 6th direct interrogatory, you speak of the values of the lots of iron enquired of, state whether you mean the cost of said iron or the market value of such iron at the periods spoken of in the interrogatory. If you mean the market value, state how you have ascertained this, and whether by actual sales of similar iron; and if you speak of actual sales, state when, and by whom, and to whom such sales were made.

To the fifth cross-interrogatory on the part of the respondent he deposeth and saith: I refer to my answer to the seventh interrogatory-in-chief. The sales of nails I speak of were to every-day-customers; perhaps twenty persons a day; a few kegs at a time.

6th. If you should state that said iron enquired of in the
59 direct interrogatories, or any part thereof, has not arrived in Montreal, state, if you know, where said iron may be, and more particularly state whether you have any, and what, information from Messrs. Rogers & Co., the shippers of said iron, or others, that the same has been stopped or detained by legal proceedings or otherwise, in England. If you have such information, state from whom

such information was received, and by whom such legal or other proceedings to stop or detain said iron were instituted, and in whose names, and state also whether any one of the several libellants has, at any time, directed the said shippers or others in any way to stop, detain, or attach said iron, or any part thereof, or has ratified or approved of the same; and if they did, state which of said libellants, when and how, and file copies of any such directions, instructions, ratification, or approval.

To the sixth cross-interrogatory on the part of the respondent he deposeth and saith: Messrs. Henry Rogers and Sons have written that the iron was laying at Cardiff, and that they supposed that there were heavy charges upon them. I refer more particularly for what has taken place to the correspondence which I now produce and fyle, and which took place between us and Messrs. Henry Rogers, Sons & Co. The letters are marked from 1 to 13, inclusive, and are true copies of letters or are extracts from letters of all the portions of any letters which relate to this affair. We wish to keep
60 nothing back, and to throw every possible light on the subject. The papers produced give all the information I am in possession of. I can only say for our firm, that we had no desire whatever to throw any obstacles in the way of the iron coming out to this country, and that if any seizure or attachment was made, so far as we would be prepared to give any sanction to it, it would only be on the motive that it was done to protect the iron when apparently abandoned. We asked Mr. Watson to act on our behalf at Baltimore, as we did not then know what the master of the Maggie Hammond had done with the iron, whether he had sold it or not.

7th. State whether the libellants in the different cases above mentioned severally ordered the several parcels of iron referred to in the interrogatories-in-chief, or whether the libellants in one of the cases ordered the several parcels of iron for themselves and other libellants; state also who conducted the correspondence connected with the ordering of all the parcels with Messrs. Rogers & Co., the shippers of said iron; and also who conducted the correspondence with said shippers and others, for the benefit of all of said libellants, when it was ascertained that the Maggie Hammond had returned to England in distress, and more particularly when it was ascertained that the Maggie Hammond had sailed from Cardiff for Balitmore without said iron, and file with the answer to this interrogatory copies of all letters or other messages written or sent to Messrs.
61 Rogers & Co., or other correspondents in England, by any and all of the libellants in these cases, after the disaster to the Maggie Hammond was ascertained, and also file copies of all letters and messages having reference to said iron received by any of the said libellants from Messrs. Rogers & Co., or their other correspondents, since said disaster; state whether the copies so filed are or are not copies of the correspondence called for.

To the seventh cross-interrogatory on the part of the respondent he deposeth and saith: We ordered the iron for and by ourselves. I cannot speak as to the others. After we heard of the ship sailing for

Baltimore, we sent, I think, one letter to Messrs. H. Rogers, Sons & Co., and after that we authorized Mr. Watson to represent us at Baltimore, and whatever he did we confirm. We have fyled everything.

J. A. PILLOW.

JOHN ROSE, *Comm'r.*
W. F. GAIRDNER, *Comm'r.*
H. J. S. KING, *Clerk.*

John McClary, of the city of London, in Upper Canada, merchant:

1st. Please state your residence and occupation.

1. To the first interrogatory on the part of the libellants he deposeth and saith: My name is John McClary, of the city of London, in Upper Canada, and I am one of the members of the firm of John and Oliver McClary, libellants above named.

2d. Please state whether you know the firms of Moreland, Watson & Co., J. S. Bigelow & Co., and J. and O. McClary. If yea,
62 please state who are the individual members of each of said firms, respectively.

2. To the second interrogatory on the part of the libellants he deposeth and saith: I do not know, personally, what persons compose the respective firms of Morland, Watson & Co., and J. S. Bigelow & Co.; my firm is composed of Oliver McClary and myself.

3d. Please state whether or not any iron was shipped on board the ship or vessel "Maggie Hammond." at Ardrossan, Scotland, on or about the 23d of August, 1866, for the above-named firms, respectively, to be transported and delivered to them at Montreal, Canada. If yea, state how much was so shipped to each of them, respectively.

3. To the third interrogatory on the part of the libellants he deposeth and saith: I know that my firm received a bill of lading for one hundred and fifty tons of No. 1 Eglinton iron; it was signed by one Anderson, master of the ship Maggie Hammond, and was dated, I think, in August, eighteen hundred and sixty-six. I never saw the bills of lading of the iron of the other libellants.

4th. Please state whether or not said iron, or any part of it, has arrived in Montreal. If yea, state when it so arrived, by what vessel, in what condition, and what charges or expenses had to be paid by or on behalf of each of the above-named firms before they could get possession of their portion thereof.

4th. To the fourth interrogatory on the part of the libel-
63 lants he deposeth and saith: The iron has not arrived, nor has the ship Maggie Hammond arrived.

5th. Please state when the navigation of the St. Lawrence river to Montreal was closed in the winter or fall of 1866, and when the same was opened so that vessels could reach that city in the spring of 1867, and when the first vessels from Europe did actually reach it in the spring of 1867.

5. To the fifth interrogatory on the part of the libellants he deposeth and saith: I am ignorant of this.

6th. Please state what would have been the value in Montreal in United States currency of each lot of iron shipped to each of said firms respectively, at the close of the navigation of the St. Lawrence, in the fall or winter of 1866; what the value of each at the opening of said navigation, in the spring of 1867, and what was the value of each when said iron actually arrived at Montreal, if the same or any part thereof has arrived.

6th. To the sixth interrogatory on the part of the libellants he deposeth and saith: At the close of navigation of the season of 1866 the iron consigned to my firm would have been worth twenty-eight dollars per ton in gold, the rate of gold then being about one hundred and thirty-nine; that is thirty-nine above par, or it would have been thirty-eight dollars and ninety-two cents per ton in United States currency, calculating gold at the rate of premium aforesaid.

64 The value of the said iron, at the opening of navigation, would be about twenty-three dollars in gold, or thirty-one dollars and ninety-seven cents in United States currency, at the rate aforesaid. I cannot speak positively as to the value of the iron of the other libellants, as we do not deal in Dalmillington nor Muirkirk iron. We only deal in the irons we work, which are soft irons.

7th. Please state any other fact within your knowledge calculated the show the amount or measure of damages sustained by each of the above-named forms, in consequence of their not having received said iron at the time when they expected to receive the same.

7. To the seventh interrogatory on the part of the libellants he deposes and saith: The damages sustained by our firm, in consequence of not having received our iron, I estimate at about eight dollars per ton. This estimate I base as well upon the difference of price between last fall and this spring as upon the prices we had to pay for iron to replace what we expected to receive by the Maggie Hammond.

8th. Please state any other fact within your knowledge of importance to any of the parties to these causes.

To the eighth interrogatory on the part of the libellants he deposeth and saith: I know of no other facts.

Cross-interrogatories.

1st. If, in answer to the third direct interrogatory, you say that any iron was shipped from Ardrossan to the firms referred to in said interrogatory, please state all your means of knowledge on

65 the subject.

To the first cross-interrogatory on the part of the respondent he deposeth and saith: My only knowledge is from the bill of lading, as I have before stated.

2d. If, in answer to the 5th direct, you speak of the time of the closing of navigation of the St. Lawrence in 1866, and of its opening in 1867, state your means of knowledge on these points, and state also when the navigation of said river opened and closed since the beginning of the year 1861.

To the second cross-interrogatory on the part of the respondents he deposeth and saith: I have no knowledge of this.

3rd. State what is the usual period in the autumn for vessels to leave the ports of Great Britain, like Glasgow, Liverpool, or Bristol, bound for Montreal with cargo.

To the third cross-interrogatory on the part of the respondents he deposeth and saith: I have no knowledge of this.

4th. State also whether or not there is a period fixed in the policies of insurance with which you are acquainted on vessels and cargoes bound in the autumn to ports on the St. Lawrence from ports of Great Britain similar to those mentioned in the preceding interrogatory, and making the rate fixed in the policies dependent on the vessels embraced by the policies sailing before a certain day, and increasing the rate or annulling the policy if the vessels sail after such day. If there is such period or date fixed on such policies, please state what such date or period is.

66 To the fourth cross-interrogatory on the part of the respondent he deposeth and saith: I have no knowledge of this.

5th. If, in answer to the 6th direct interrogatory, you speak of the values of the lots of iron enquired of, state whether you mean the cost of said iron or the market value of such iron at the periods spoken of in the interrogatory. If you mean the market value, state how you have ascertained this, and whether by actual sales of similar iron; and if you speak of actual sales, state when, and by whom, and to whom such sales were made.

To the fifth cross-interrogatory on the part of the respondents he deposeth and saith: The values I speak of are the market values in Montreal. We purchased last fall to replace the iron about the close of navigation. We bought a small lot at thirty dollars in gold, five per cent. off for cash. I do not speak from sales.

6th. If you should state that said iron, enquired of in the direct interrogatories or any part thereof, has not arrived in Montreal, state if you know where said iron may be, and more particularly state whether you have any, and what information, from Messrs. Rogers & Co., the shippers of said iron or others, that the same has been stopped or detained by legal proceedings, or otherwise, in England. If you have such information, state from whom such information was received, and by whom said legal or other proceedings to stop or detain said iron were instituted, and in whose names; and state also

67 whether any one of the several libellants has, at any times, directed the said shippers or others in any way to stop, detain, or attach said iron or any part thereof, or has ratified or approved of the same; and if they did, state which of said libellants, when, and how, and file copies of any such directions, instructions, ratification or approval.

To the sixth cross-interrogatory on the part of the respondents he deposeth and saith: I do not know personally where the iron is. The only information we have about the iron is from the letters of Henry Rogers, Sons & Co. We gave them no instructions to act in the matter particularly, nor did we order to be detained.

7th. State whether the libellants, in the different cases above-mentioned, severally ordered the several parcels of iron referred to in the interrogatories-in-chief, or whether the libellants, in one of the cases, ordered the several parcels of iron for themselves and other libellants. State also who conducted the correspondence connected with the ordering of all the parcels with Messrs. Rogers & Co., the shippers of said iron, and also who conducted the correspondence with said shippers and others for the benefit of all of said libellants, when it was ascertained that the Maggie Hammond has returned to England in distress, and more particularly when it was ascertained that the Maggie Hammond had sailed from Cardiff for Baltimore without said iron; and file, with the answer to this interrogatory, copies of all letters or other messages written or sent
68 to Messrs. Rogers & Co., or other correspondents in England, by any and all of the libellants in these cases, after the disaster to the Maggie Hammond was ascertained; and also file copies of all letters and messages having reference to said iron received by any of the libellants from Messrs Rogers & Co., or their other correspondents since said disaster. State whether the copies so filed are, or are not copies of all the correspondence called for.

To the seventh cross-interrogatory on the part of the respondent he deposeth and saith: We ordered our own iron, and had nothing to do with ordering the iron of the other libellants. I now produce letters from Messrs. Henry Rogers, Sons & Co. to us, and copy of a letter from us to them, respecting the iron marked from No. 14 to No. 18, respectively. This forms the whole correspondence between us and them, as to the matter subsequently to the iron being ordered, except a notice in a few words that the "Maggie Hammond" has put back. This has been mislaid. The subsequent correspondence has been conducted for us, and I believe, also for the other libellants, by Messrs. Morland, Watson & Co. I have produced all the correspondence which we have had respecting the matter, and we have not copies of the subsequent correspondence conducted by Messrs. Morland, Watson & Co.

JOHN McCLARY.
JOHN ROSE, *Comm'r.*
W. F. GARDNER, *Comm'r.*
H. I. S. KING, *Clerk.*

69 Charles Stanhope Watson, of the city of Montreal, merchant, being first duly sworn in due form of law:

1st. Please state your residence and occupation.

1. To the first interrogatory on the part of the libellants he deposeth and saith: My name is Charles Stanhope Watson, of the city of Montreal, merchant, and I am one of the members of the firm of Morland, Watson & Co., the above-named libellants.

2d. Please state whether you know the firms of Moreland, Watson & Co., I. S. Bigelow & Co., and I. & O. McClary. If yea, please state who are the individual members of each of said firms respectively.

2. To the second interrogatory on the part of the libellants he deposeth and saith: I know the several firms, and that they are composed of the persons named on the heading of the interrogatories, with the exception of I. & O. McClary, which I only know by reputation.

3d. Please state whether or not any iron was shipped on board the vessel or ship "Maggie Hammond," at Ardrossan, Scotland, on or about the 23d of August, 1866, for the above-named firms respectively, to be transported and delivered to them at Montreal, Canada. If yea, state how much was so shipped to each of them respectively.

3. To the third interrogatory on the part of the libellants he deposeth and saith: I know that my firm received a bill of lading for three hundred tons of iron, namely: Dalmellington iron num-
70 bered 4; such bill of lading being signed by one Henry Anderson, master of the ship "Maggie Hammond," and dated on August, eighteen hundred and sixty-six. I only know of the shipments to the other libellants from having seen the bills of lading. These bills of lading are, I believe, filed in this cause.

4th. Please state whether or not said iron, or any part of it, has arrived; by what vessel; in what condition, and what charges or expenses had to be paid by or on behalf of each of the above-named firms before they could get possession of their portion thereof.

4. To the fourth interrogatory on the part of the libellants he deposeth and saith: It has not arrived, nor has the ship "Maggie Hammond."

5th. Please state when the navigation of the St. Lawrence river to Montreal was closed in the winter or fall of 1866, and when the same was opened so that vessels could reach that city, in the spring of 1867, and when the first vessels from Europe did actually reach it in the spring of 1867.

71 5. To the fifth interrogatory on the part of the libellants he deposeth and saith: I refer to the books of the harbour-master for this, where a record enquired of is kept. The evidence given formerly by me was according to the best of my belief, but I consider the harbour-master better qualified than myself to speak of these matters.

6th. Please state what would have been the value in Montreal, in United States currency of each lot of iron shipped to each of said firms respectively, at the close of the navigation of the St. Lawrence, in the fall or winter of 1866; what the value of each at the opening of said navigation in the spring of 1867; and what was the value of each when said iron actually arrived at Montreal, if the same or any part thereof has arrived?

6. To the sixth interrogatory on the part of the libellants, he deposeth and saith: The number 1 Eglinton iron was worth, at the close of navigation last fall, twenty-eight dollars in gold, equal to 139, which was the rate of gold at that time; to thirty-eight dollars and ninety-two cents in United States currency. The number 4 Dalmillington, Eglinton and Muirkirk iron was worth at that time twenty-four dollars and fifty cents in gold, or (at the rate aforesaid,)

thirty-four dollars and five cents in United States currency. I do not know the price of number 1 Eglinton iron this spring, from actual transactions, but from quotations I should say it was worth about twenty-two dollars in gold, or thirty dollars and fifty-eight
72 cents in United States currency, at the rate above-named, which is about the market rate. The number 4 Dalmilington, Eglinton and Muirkirk iron was worth, at the opening of navigation this spring, twenty-three dollars per ton in gold, or thirty-one dollars and ninety-seven cents in United States currency, at the rate aforesaid. All transactions here are on a gold basis; the rates of United States currency fluctuate from day to day.

7th. Please state any other facts within your knowledge calculated to show the amount or measure of damages sustained by each of above-named firms in consequence of their not having received said iron at the time when they expected to receive the same.

7. To the seventh interrogatory on the part of the libellants, he deposeth and saith: As to the damages suffered by the libellants, Messrs. I. and O. McClary, I cannot speak, except that their iron was higher last fall than this spring. In the case of the libellants, I. T. Bigelow and Co., and my firm, above the actual difference in market value of the iron, both firms imported it to be manufactured into bar and sheet iron and cut nails, all of which are lower, namely bars and sheets, eight dollars to ten dollars in gold per ton, and nails lower from fifteen dollars to twenty dollars in gold per ton. Owing to a change in the tariff, we have entirely changed our system of working, importing now puddled bars instead of pig iron, which enables us to produce finished iron from six dollars to eight
73 dollars per ton in gold cheaper than if making it from pig iron. If this pig iron had arrived when we expected it, it could either have been sold or worked up under the system then in force.

8th. Please state any other fact within your knowledge of importance to any of the parties to these causes.

8. To the eighth interrogatory on the part of the libellants he deposeth and saith: I do not know any other facts.

Cross-interrogatories.

1st. If, in answer to the third direct interrogatory, you say that any iron was shipped from Ardrossan to the firms referred to in said interrogatory, please state all your means of knowledge on the subject.

To the first interrogatory on the part of the respondent he deposeth and saith: I know that we ordered the iron for our firm, and I know of the shipment from the bills of lading.

2nd. If in answer to the 5th direct, you speak of the time of the closing of navigation of the St. Lawrence, in 1866, and of its opening, in 1867, state your means of knowledge on these points, and state also when the navigation of said river opened and closed since the beginning of the year 1861.

To the second cross interrogatory on the part of the respondent he deposeth and saith : I can give no further answer to this.

3. State what is the latest usual period in the autumn for
74 vessels to leave the ports of Great Britain, like Glasgow, Liverpool or Bristol, bound for Montreal with cargo.

To the third cross-interrogatory on the part of the respondent he deposeth and saith : I cannot give any positive answer. Some vessels leave much later than others.

4th. State also whether or not there is a period fixed, in the policies of insurance with which you are acquainted, on vessels and cargoes bound in the autumn to ports in the St. Lawrence from ports in Great Britain, similar to those mentioned in the preceding interrogatory, and making the rate fixed in the policies dependent on the vessels embraced by the policies sailing before a certain day, and increasing the rate or annulling the policy of the vessels sail after such day. If there is such period or date fixed in such policies, please state what such period or date is.

To the fourth cross-interrogatory on the part of the respondent, he deposeth and saith : I do not know of any fixed rule.

5th. If, in answer to the 6th direct interrogatory, you speak of the values of the lots of iron enquired of, state whether you mean the cost of said iron, or the market value of such iron at the periods spoken of in the interrogatory; if you mean the market value, state how you have ascertained this, and whether by actual sales of similar iron; and if you speak of actual sales, state when, and by whom, and to whom such sales were made.

75 To the fifth cross-interrogatory on the part of the respondent, he deposeth and saith : I mean the market value of the iron; we sold number 4 iron to Lyman and McNab, Toronto, E. Leonard, of London, Canada West, and others, through H. W. Ireland. broker, last fall, towards the close of navigation, at as high as twenty-five dollars per ton in gold, and I speak of prices from these sales. This spring, we sold to I. Stewart and Co. the same quality of iron at twenty-three dollars per ton in gold.

6th. If you should, state that said iron enquired of in the direct interrogatories, or any part thereof, has not arrived in Montreal, state if you know where said iron may be. and more particularly, state whether you have any, and what information from Messrs. Rogers & Co., the shippers of said iron. or others, that the same has been stopped or detained by legal proceedings, or otherwise, in England. If you have such information, state from whom such information was received, and by whom said legal or other proceedings to stop or detain said iron were instituted, and in whose names; and state also whether any one of the several libellants has, at any times, directed the said shippers, or others, in any way to stop, detain, or attach said iron on any part thereof, or has satisfied or approved of the same, and if they did, state which of said libellants, when, and how; and file copies of any such directions, instructions, ratification or approval.

To the sixth cross-interrogatory on the part of the respondent he

deposeth and saith: I have no positive information where the
76 iron is, but believe it is at Cardiff. Our firm gave Messrs. Henry Rogers, Sons and Co. no instructions, about shipping the iron. I understand from the correspondence of Messrs. Rogers and Co. that they put an attachment upon it of their own accord, and without any suggestion from us. Our firm never gave any orders to attach the iron, nor do I know of any of the other libellants having done so. In a note written by me at Baltimore to Messrs. Henry Rogers, Sons and Co. of which I kept no copy, before the owner of the ship arrived in Baltimore, and there being no one there who would assume any responsibility on behalf of the ship, I suggested that they should keep the hold of the iron. This I did, not to prevent its being shipped to us, but for the preservation of the iron in our interest, and that of the underwriters. After security was given for the iron and damages at Baltimore, I wrote to H. Rogers, Sons and Co. under date the twenty-second day of March last, the letter of which copy is now produced and marked , in which I said that, in view of the owners, having given security for the same, or its value, I did not think it would be wise to put any obstacle in the way of its shipment. I refer to the letter for its further contents. I now produce copies or extracts of all the correspondence between our firm and Messrs. Henry Rogers, Sons and Co. and others relating to this matter, marked from No. 19 to No. 47 respectively, except two letters from Messrs.
Rogers and Co., dated respectively the twenty-second and
77 twenty-ninth of November last, originals of which are in the hands of our counsel, Messrs. Wallis and Thomas, at Baltimore. If anything else has been omitted, it has not been intentionally. We did not wish ourselves to impede, nor that Messrs. Rogers and Co. should impede the shipment of the iron, nor did we order or ratify any action of theirs to that effect. I refer specially to our letter of the tenth of May, instant, now filed and marked .

7th. State whether the libellants in the different cases above mentioned severally ordered the several parcels of iron referred to in the interrogatories in chief, or whether the libellants, in one of the cases, ordered the several parcels of iron for themselves and other libellants. State also who conducted the correspondence connected with the ordering of all the parcels with Messrs. Rogers & Co., the shippers of said iron, and also who conducted the correspondence with said shippers and others, for the benefit of all of said libellants, when it was ascertained that the Maggie Hammond had returned to England in distress, and more particularly when it was ascertained that the Maggie Hammond had sailed from Cardiff for Baltimore without said iron, and file with the answer to this interrogatory copies of all letters or other messages written or sent to Messrs. Rogers & Co., or other correspondents in England, by any and all of
the libellants in these cases, after the disaster to the Maggie
78 Hammond was ascertained, and also file copies of all letters and messages having reference to said iron received by any of the said libellants from Messrs. Rogers & Co. or their other corres-

pondents since said disaster; state whether the copies so filed are or are not copies of all of the correspondence called for.

To the seventh cross-interrogatory on the part of the respondent he deposeth and saith: We ordered our iron separately. I know nothing of the rest. Our firm conducted the correspondence as to our own iron up to the time of our hearing of the disaster. Subsequently, and after being authorized by the other libellants, we conducted the correspondence in the interest of all. The correspondence produced in answer to the next foregoing cross-interrogatory includes all his correspondence, as well as that entered into previously.

CHAS. S. WATSON.

JOHN ROSE, *Comm'r.*
W. F. GAIRDNER, *Comm'r.*
H. J. S. KING, *Clerk.*

Henry Archbald, of the city of Montreal, merchant, being first duly sworn in due form of law:

1st. Please state your residence and occupation.

1. To the first interrogatory on the part of the libellants he deposeth and saith: I reside in the city of Montreal, and am a merchant and a member of the firm of Frothingham and Workman.

2d. Please state whether you know the firms of Moreland, Watson & Co., J. S. Bigelow & Co., and J. and O. McClary.

79 If yea, please state who are the individual members of each of said said firms respectively.

2. To the second interrogatory on the part of the libellants he deposeth and saith: I know all these firms and know the firm of Morland, Watson and Co. to be composed of Thomas Morland, Charles Stanhope Watson and James Rose, and the firm of J. T. Bigelow and Co. to be composed of John T. Bigelow, Randolph Hersey and John A. Pillow. I know John McClary to be a member of the firm of John and Oliver McClary, but do not know his partner.

3rd. Please state whether or not any iron was shipped on board the ship or vessel "Maggie Hammond" at Ardrosson, Scotland, on or about the 23d of August, 1866, for the above-named firms respectively, to be transported and delivered to them at Montreal, Canada. If yea, state how much was so shipped to each of them respectively.

3. To the third interrogatory on the part of the libellants he deposeth and saith: I have no knowledge of this.

4th. Please state whether or not said iron or any part of it has arrived in Montreal; if yea, state when it so arrived, by what vessel, in what condition, and what charges or expenses had to be paid by or on behalf of each of the above-named firms before they could get possession of their portions thereof.

80 4. To the fourth interrogatory on the part of the libellants he deposeth and saith: I know nothing of this.

5th. Please state when the navigation of the St. Lawrence river to Montreal was closed in the winter or fall of 1866, and when the same was opened, so that vessels could reach that city in the spring of

1867, and when the first vessels from Europe did actually reach it in the spring of 1867.

5. To the fifth interrogatory on the part of the libellants he deposeth and saith: I cannot give the exact dates.

6th. Please state what would have been the value in Montreal, in United States currency, of each lot of iron shipped to each of said firms respectively at the close of the navigation of the St. Lawrence in the fall or winter of 1866; what the value of each at the opening of said navigation in the spring of 1867, and what was the value of each when said iron actually arrived at Montreal, if the same, or any part thereof, has arrived.

6. To the sixth interrogatory on the part of the libellants he deposeth and saith: The value (of number 1 Eglinton pig iron in November last, at the close of navigation last fall, was twenty-eight dollars in gold per ton, or at the then market price of gold, namely 139, thirty-eight dollars and ninety-two cents in United States currency. The value of number 4 Eglinton, and also of Dalmillington pig iron,

at that time was twenty-four dollars and fifty cents in gold, or
81 thirty-four dollars and five cents in United States currency.

The value at the present time and ever since the opening of navigation this spring, of these irons, is as follows: number 4 Eglinton and number 4 Dalmillington, twenty-three dollars per ton in gold, or thirty-one dollars and ninety-seven cents in United States currency; number 1 Eglinton twenty-two dollars per ton in gold, or thirty dollars and fifty-eight cents in United States currency.

7th. Pleas state any other fact within your knowledge calculated to show the amount or measure of damages by each of the above-named firms in consequence of their not having received said iron at the time when they expected to receive the same.

7. To the seventh interrogatory on the part of the libellants he deposeth and saith: All the libellants are manufacturing firms but I do not know enough of their business to speak of the damages sustained by each.

8th. Please state any other fact within your knowledge of importance to any of the parties to these causes.

8. To the 8th interrogatory on the part of the libellants he deposeth and saith: I have no further knowledge.

Cross-interrogatories.

1st. If in answer to the third direct interrogatory you say that any iron was shipped from Ardrossan to the firms referred to in said interrogatory, please state all your means of knowledge on the subject.

82 To the first cross-interrogatory on the part of the respondents he deposeth and saith: I have no knowledge of this.

2d. If in answer to the 5th direct you speak of the time of the closing of navigation of the St. Lawrence in 1866, and of its opening in 1867, state your means of knowledge on these points, and state also when the navigation of said river opened and closed since the beginning of the year 1861.

To the second cross-interrogatory on the part of the respondent he deposeth and saith: I have no knowledge of this.

3rd. State what is the latest usual period in the autumn for vessels to leave the ports of Great Britain, like Glasgow, Liverpool, or Bristol, bound for Montreal with cargo.

To the third cross-interrogatory on the part of the respondent he deposeth and saith: About the tenth of September; occasionally vessels leave later.

4th. State also whether or not there is a period fixed in the policies of insurance with which you are acquainted, on vessels and cargoes bound in the autumn to ports on the St. Lawrence from ports of Great Britain, similar to those mentioned in the preceding interrogatory, and making the rate fixed in the policies dependent on the vessels embraced by the policies sailing before a certain day, and increasing the rate or annulling the policy if the vessels sail after such day. If there is such period or date fixed in such policies, please state what such date or period is.

83 To the fourth cross-interrogatory on the part of the respondent he deposeth and saith: The rates vary with the times of the vessel sailing. In an open policy the vessels can sail at any time within the period limited for sailing, the premium being higher for late sailing.

5th. If, in answer to the 6th direct interrogatory, you speak of the values of the lots of iron enquired of, state whether you mean the cost of said iron or the market value of such iron at the periods spoken of in the interrogatory. If you mean the market value, state how you have ascertained this, and whether by actual sales of similar iron, and if you speak of actual sales, state when, and by whom, and to whom such sales were made.

To the fifth cross-interrogatory on the part of the respondent he deposeth and saith: I mean the market value—the prices at which sales were made. I speak from actual sales made by my firm, but I have not the particulars of such sales.

6th. If you should state that said iron enquired of in the direct interrogatories or any part thereof has not arrived in Montreal, state if you know where said iron may be, and more particularly state whether you have any and what information from Messrs. Rogers & Co., the shippers of said iron, or others, that the same has been stopped or detained by legal proceedings, or otherwise, in England. If you have such information, state from whom such information was received, and by whom said legal or other pro-

84 ceedings to stop or detain said iron were instituted, and in whose names, and state also whether any one of the several libellants has at any times directed the said shippers or others in any way to stop, detain, or attach said iron or any part thereof, or has ratified or approved of the same, and if they did, state which of said libellants, when and how, and file copies of any such directions, instructions, ratification, or approval.

To the sixth cross-interrogatory on the part of the respondent he deposeth and saith: I have no knowledge of this.

7th. State whether the libellants, in the different cases above mentioned, severally ordered the several parcels of iron referred to in the interrogatories-in-chief, or whether the libellants, in one of the cases, ordered the several parcels of iron for themselves and other libellants; state also who conducted the correspondence connected with the ordering of all the parcels with Messrs. Rogers & Co., the shippers of said iron, and also who conducted the correspondence with said shippers and others for the benefit of all of said libellants when it was ascertained that the Maggie Hammond had returned to England in distress, and more particularly when it was ascertained that the "Maggie Hammond" had sailed from Cardiff for Baltimore without said iron, and file, with the answer to this interrogatory, copies of all letters or other messages written or sent to Messrs. Rogers & Co., or other correspondents in England by
85 any and all of the libellants in these cases, after the disaster to the Maggie Hammond was ascertained, and also file copies of all letters and messages having reference to said iron received by any of the said libellants from Messrs. Rogers & Co., or their other correspondents, since said disaster. State whether the copies so filed are or are not copies of all of the correspondence called for.

To the seventh cross-interrogatory on the part of the respondent he deposeth and saith: I have no knowledge of this.

HENRY ARCHBALD.

JOHN ROSE, *Comm'r.*
W. F. GAIRDNER, *Comm'r.*
H. J. S. KING, *Clerk.*

PAPERS REFERRED TO BY CHARLES STANHOPE WATSON IN HIS EXAMINATION.

Memorandum.

From Henry Rogers, Sons & Co., Wolverhampton.

22 Nov., 1866.

To Messrs. Morland, Watson & Co., Montreal:

"Maggie Hammond," cargo pig iron, 300 tons Messrs. Morland, Watson & Co.; 200 tons Messrs. J. T. Bigelow & Co.; 150 tons Messrs. J. & O. McClary, of London, C. W.

86 We have already advised you of your position in regard to ship't we made by her on your ac., and we have been in constant communication with agents of the vessel, and hoped to have made an arrangement for ship to pay for iron, and thus save you loss of interest, and several propositions were made on both sides, and we fully expected by this mail to have advised settlement, but to our surprise late last night, a telegram reached us from Scotland that she was on the eve of sailing for Baltimore; we at once placed ourselves in telegraphic communication with Cardiff, hoping to arrest the captain but were too late, for she sailed at an early hour this morning.

We are now ascertaining if her freight on new cargo is payable here; if so, shall try and attach it. The owners are at St. Johns; these we shall also have a turn with, but the real fight must be with you and the ships, and we suggest joint action, and that you send P. att'y with the B. L. to some responsible party in Baltimore; or better still, one of you go there, and meet the ship, and unless American law is very different to our own, the remedy will be a very simple one; while writing, we learn by wires that the vessel has received half freight, and balance is payable at Baltimore.

We have had no little experience in shipping matters, but such a rascally sly trick as this has never before come under our notice, and we do trust you will make the captain smart for it.

We are led to believe that part of your iron only is at Cardiff, but in whose hands we are ignorant.

87 HY. R. S. & CO.

P. S.—Just as we are closing a telegram has arrived from our London office:

"Maggie Hammond: We think this case is all right; we write to-night."

We give you this with caution, as we hardly think they are in possession of all the facts.

Memorandum.

From Henry Rogers, Sons & Co., Wolverhampton.

29 Nov., 1866.

To Messrs. Morland, Watson & Co., Montreal:

"Maggie Hammond."

After no end of telegraphing, correspondence, and even seeing the brokers, and we are no nearer the end; of course, it is agreed that the vessel intended to return and complete the voyage; this may be true, but the interim voyage will, we believe, invalid your policy of ins'ce, and, of course, there will be no end of contingences, and not a few expenses; we have ordered the iron to be "attached" id est, warned the dock c'y; not to deliver but even if by giving idemnity, &c., we could gain possession of the iron, we should still be liable for all charges of rent, &c., as well as average bond; this latter could only, we expect, be recovered from u'writers.

The only known and registered owner of the vessel is Amasa Durkee, Yarmouth, Nova Scotia. We lean this by telegram. The
88 name seems strangely spelt, and may be slightly incorrect; still it is sufficient for identification. We hear, by side wind, that owner is considered respectable and owns some ships, so we suggest you join with other consignees and have a turn at him, unless he can give you security; but by all means pray be on the look out for captain, and make him either satisfy your claims or give security. The agent on this side assumes purest motives, &c., but the action is

to our mind uncommonly fishy one, and having done all we can to protect your interest, we leave you to do the rest.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

MONTREAL, 10 *Dec.*, 1866.

Messrs. H. Rogers, Sons & Co.:

DEAR SIRS: We have yours of 22d duly to hand; should we not hear from you by the next mail regarding the "Maggie Hammond," we will take steps with the other consignees to save ourselves, if it can be done. The "Asia's" mail has arrived without further information on the subject.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal, pr. Canadian steamer.

MONTREAL, 14 *December*, 1866.

Messrs. Henry Rogers, Sons & Co., Wolverhampton:

89 DEAR SIRS: We have to acknowledge receipt of your memorandums referring to pig iron pr. "Maggie Hammond," under date 22d and 29th ultimo.

As far as we understand the matter, as the iron originally came to Cardiff, through stress of weather, all costs in the case, except that of interest, are recoverable from the underwriters, a view in which we borne out by Lloyd's agent here, who also holds that the policy is not violated by the circumstances occurred, but holds good until iron is delivered at port of destination.

If the iron had been made away with by the captain, it is simply a case of "barratry," and all value and costs recoverable under policy; meantime your memorandums are so vague and to a certain extent contradictory (which we think you will find yourself on perusal) as to whether the whole or portion of the cargo is in Cardiff, that, although you tell us you leave us to do the rest, we are really without any positive data on which to act. We have telegraphed to Baltimore to find out immediately the vessel arrives, and some one will go down there to take such steps as are necessary, to determine which we have placed all documents received from you on the subject in the hands of our solicitors for advice, and whatever steps they recommend we will at once adopt, in conjunction, if possible, with the consignees, with whom we are now in correspondence.

90 Morland, Watson & Co., iron and hardware merchants, Montreal, pr. Cunard steamer.

MONTREAL, 17 *December*, 1866.

H. R. S. & Co.:

Re "Maggie Hammond."

Messrs. Rose & Ritchie, to whom we handed all documents we have in connection with this affair, have just sent us their opinion, in which they state, "it is difficult, in the absence of complete information as to what the conduct of the captain has really been, to give any positive opinion for your guidance; we must therefore consider the case hypothetically."

This will show you what a delicate position we are really placed in for taking any decided steps in the case; and we do strongly hope the next mail will bring us some reliable and positive instructions on which to act; meantime we will take all steps that we advised the law will allow, &c., &c.

M. W. & CO.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, 28 *Dec'r*, 1866.

Messrs. M. W. Co., Montreal:

"Maggie Hammond."

DEAR SIR: We are favored with yours of the 10th instant.

We wrote you further on the 29th ult., and trust you have
91 taken steps to protect your interests.

(Signed) HENRY ROGERS, SONS & CO.

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, 3 *January*, 1867.

Messrs. Morland, Watson & Co., Montreal:

"Maggie Hammond."

DEAR SIRS: We are favored with yours of the 14th ult.

Messrs. Davidsons, the average statement makers, never recollect a similar, therefore it is hard to be expected that our advices should be very concise. We cannot tell, until iron at Cardiff is weighed, whether it is all there, and merely referred to a rumor we had heard that it was not all landed. We do not suppose barratry has been even intended, but simply that for ballasting vessel part may be still on board.

A case so novel as one in point would have to be argued in court, or settled by arbitration, and it is difficult to decide what expenses would be borne by u'writers, but you must not forget that the insured have to act for the benefit of the insurers, and the simple

course that rests with you, in our opinion, is to present B. L. and demand satisfaction of your claims, and if you can recover am't of your ins'ce, all the better; if not you ought to require sufficient bond that captain will return to Cardiff and complete voyage, for
92 we are inclined to believe that if anything should occur to prevent the ship returning to Cardiff, your claim for cost of store rent would be against the owner, and not against the u'writers as an interim voyage with another cargo was not contemplated in the policy of the invoice; but, as before stated, the case seems a novel one, and there are no precedent to be guided by.

(Signed) HENRY ROGERS, SONS & CO.

Morland, Watson & Co., iron and hardware merchants, Montreal.

MONTREAL, 18*th Jan'y*, 1867.

Messrs. H. Rogers, Sons & Co.:

DEAR SIRS: Yours of the 3d instant is duly to hand.

"Maggie Hammond."

Vessel has not yet arrived at Baltimore. Query. Is she lost, or has she gone to another port?

M. W. & CO.

Morland, Watson & Co., iron and hardware merchants, Montreal, pr. Cunard steamer.

MONTREAL, 4*th February*, 1867.

Mess. H. Rogers, Sons & Co., Wolverhampton:

DEAR SIRS: You advised us that the "Maggie Hammond" sailed from Cardiff on the 22d Nov'r last; she is therefore 74 days out, and as yet we have heard nothing of her, altho' our friends
93 in Baltimore were to telegraph at once on her being reported there; under these circumstances we are inclined to think that she must be lost. As the season for shipping from your side, to arrive on opening of navigation, is drawing near, we presume that some arrangement will have to be made with the underwriters in reference to sending out the iron by some other vessel, and we take the opportunity to inform you of her probable loss, that some steps may be taken to arrange this matter, that we may get our iron as early as practicable in the spring, or you can dispose of the iron so that we are covered, tho', we think, the underwriters are responsible for amount insured.

We remain, yours faithfully,

M. W. & CO.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, *Feb'y 7th*, 1867.

Messrs. Morland, Watson & Co., Montreal:

DEAR SIRS: We have the pleasure to own your valued favor of Jan'y 18th. The agents at Cardiff write, under date Jan'y 31st:

"We had a letter from the owner of the Maggie Hammond, and the following is an extract therefrom: "I have written to the capt. to charter back, if possible, to British Channell, and if not to some
94 handy Irish port, and to spare no pains to try and get back to take the iron. I will write you as soon as I hear of her arrival.' " The agent continue: "We hope that all will yet be satisfactory. You may be assured that the owner and all concerned are anxious to serve you, and to show you that the owners are not so indifferent as you first imagined, we have letters every mail on the subject."

(Signed) HENRY ROGERS, SONS & CO.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, 23*d Feb'y*, 1867.

Messrs. M. W. & Co., Montreal:

"Maggie Hammond."

Vide enclosed, we are not waiting for name of another vessel, meanwhile a line from you to owner may wake him up. It has been a most vexatious affair, and we and you will be glad to see the last of it.

(Signed) H. R. S. & CO.

Enclosure.

"Maggie Hammond."

The company, altho' not bound to continue the risk, will do so by an approved vessel. They will not take the George Durkee; she is a very inferior vessel, and they think not at all adapted for a cargo of pig iron; before, therefore, your friends accepts a vessel, be kind enough to let us have her name, so that the u'w. may ap-
95 prove of her.

The company at the same time instructs us to protest against any expense incurred for warehouse rent and any incidental expenses attendant upon the storage of the iron at Cardiff, from the time the "Maggie Hammond" was in a fit condition to receive on board the iron there. Such charges they will not contribute to, and we beg that you will notify your friends accordingly.

The above is copy of letter from u'w's to insurance brokers in re "Maggie Hammond."

Morland, Watson & Co., iron and hardware merchants, Montreal.

MONTREAL, 1*st March*, 1867.

Messrs. H. Rogers, Sons & Co.:

Re "Maggie Hammond."

Our Mr. Watson is in Baltimore, and has stopped the ship from leaving though he has not seized; the owner has gone down from St. Johns to meet him, but there is nothing definite yet.

M. W. & CO.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, 7 *March*, 1867.

Messrs. H., W. & Co., Montreal:

"Maggie Hammond."

DEAR SIRS: We are vastly pleased to receive your Mr.
96 Watson's note dated Baltimore, 21st Feb'y, and to observe prospects of redress; it will be just as well to telegraph us perhaps if we may withdraw "stop" on cargo at Cardiff, for we might be in a fix and not know what to do, and liable for damages, &c.; meanwhile, of course, we follow instructions conveyed in note us, and keep hold on the iron.

D'r sirs, yours truly,

H. R. S. & CO.

Morling, Watson & Co., iron and hardware merchants, Montreal.

MONTREAL, 15*th March*, 1867.

Messrs. H. Rogers, Sons & Co.:

Re "Maggie Hammond."

Our Mr. Watson has been in Baltimore some weeks, and being unable to arrange with the owner, who went there also, has seized the ship. You will now require to take advice as to what should be done. If the ship attempts to bring out the iron now without insurance or without arranging with the u'writers, and it should be lost, we fear the chances of recovery from the owners might be small. On Mr. Watson's return we will write you fully.

W. M. & CO.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

97 WOLVERHAMPTON, 21 *March*, 1867.

Messrs. M. W. & Co., Montreal:

DEAR SIRS: Referring you to our last, of M'ch 7, we now have the pleasure of acknowledging your favor of M'ch 1st, and we were glad to hear that the owner of the "Maggie Hammond" had gone down to meet M. Watson; we trust therefore that all is in training for a satisfactory settlement, and will look out anxiously for your report of progress made.

H. R. S & CO.

Morland, Watson & Co., iron and hardware merchants, Montreal.

MONTREAL, 22*nd March*, 1867.

H'y Rogers, Sons & Co.:

Re "Maggie Hammond."

In answer to remarks referring to this matter in letter from Messrs. Henry Rogers, Sons & Co., dated 7 M'ch, 1867, I wrote these gentlemen a few lines from Baltimore, stating for their guidance that I was there waiting the arrival of the owner of this vessel, in the hope of settling our claims and advising their still keeping hold of the iron.

When the owner arrived I made an agreement with him for the purchase of the iron, which would have settled the whole affair; from this settlement he afterward withdrew, though our lawyers in Baltimore think they will be able to enforce it through the court. Meantime I had the vessel seized, and the owner having given
98 satisfactory security, she was released, pending the decision of the court, on which I claim payment of the iron. His object on withdrawing from the agreement I understood to be that he thought he would lose less by bringing the iron out as soon as possible, and having to pay such damages as we might sustain through the delay, than by buying it outright.

Although I do not think that Mess. H'y Rogers, Sons & Co. have any power to stop the shipment of the iron, in view of the owners having given security for the same or its value, I do not think that it would be wise to put any obstacle in the way of its shipment, though it might be as well for them to see that it is consigned to its proper destination and owners.

I am advised by several insurance authorities that the iron is certainly at the risk of the underwriters, and any expenses that he may not be able to recover through the court we will claim against them, as such expenses were incurred on their behalf.

(Signed) CHAS. S. WATSON.

Morland, Watson & Co., iron and hardware merchants, Montreal.

MONTREAL, 22 *March*, 1867.

Re "Maggie Hammond."

We enclose statement from our Mr. Watson; you will now act on advice or your own discretion, having the facts before you.

M. W. & CO.

99 (Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, 4 *April*, 1867.

Messrs. M. W. & Co., Montreal:

D'R SIRS: In reply to your letter of 15th ult., we hope next mail will bring us an answer from you as to Mr. Watson's action in "Maggie Hammond."

H. R. & S. & CO.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, 11*th April*, 1867.

Mess. Morland, Watson & Co., Montreal:

"Maggie Hammond."

DEAR SIRS: In reply to your Mr. Watson's letter of 22d ult'o, we regret being unable to report progress towards a settlement of the difficulty; we have done all we can, even agreed to a division of the cargo, as the agent, Messrs. Williams, of Cardiff, state they are unable to find a vessel to convey it all, but stipulated the B. L. should be consigned to the original parties, or, if this was refused, to Messrs. J. Hutton & Co., as we are sure in the hands of our mutual friends your interest would not suffer, but they positively refuse to issue B. L. in favor of others than their own agents, or rather the
100 owners' agents; if we consented to this the identity of the iron would be lost, and we should virtually be relinquishing all lien on it, and you would, we imagine, have a worst position than at present; of course we are acting under advice, or rather through solicitors at Cardiff, but the difficulty is the case is a novel one, and we cannot find out any one to advise us; the vessel surrepticiously stealing away instead of standing by her cargo seems an unheard of breach of marine etiquette. Unless something can be arranged shortly, one of us must go down to Cardiff, and it occurs to us when visiting that if we have a declaration signed that we, as shippers, are refused B. L. of iron as reshippers, you can then have a fair claim on the guarantors of the owner.

We never had such a tiresome case; surely the owner ought to be liable for your Mr. Watson's expenses, as also legal ones on this side.

Please convey pith of this to your two fellow-sufferers.

Yours truly,

HENRY ROGERS, SONS & CO.

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, *April* 18*th*, 1867.

Messrs. Morland, Watson & Co., Montreal:

"Maggie Hammond."

DEAR SIRS: At present following is our position on your
101 behalf: Underwriters consent to allow transfer of risk to "Royal Charles," whose captain has communicated with his owners' agents at Glasgow. We have instructed solicitors to notify formily to Messrs. Williams & Co., agents at Cardiff, that the original contract must be carried out and B. L. made out to original consignees, or Messrs. Jas. Hutton & Co., on ac. of whom it may concern, and that if they refuse to forward us their reply so that you

can institute proceedings against owner, we of course shall not remove "stop," unless you instruct us or our terms are complied with; any how you had better send owner with notice that this delay entails loss of interest, rent, &c., and for which he ought to leave you harmless.

Please communicate with the other consignees.

Dear sir, yours truly,

HENRY ROGERS, SONS & CO.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

CARDIFF, 23*rd April*, 1867.

Geo. Batcheler, sol'r, Newport:

Re "Maggie Hammond."

DEAR SIR: To ask that two different set of B. L. in respect of the same goods should be circulated at the same time is most unreasonable, and we cannot advise our clients to consent to such a course. You will bear in mind that our clients are and have been willing to perform the contract and carry out the iron to Montreal, but 102 are prevented by your clients.

Yours faithfully,

I asked Messrs. Willians & Co. to make out bills of lading exactly as the first, or to Messrs. Jas. Hutton & Co., of Montreal, and the above is the reply.

Messrs. H. Rogers, Sons & Co., hardware merchants, Wolverhampton:

24 *April*, 1867.

Re "Maggie Hammond."

DEAR SIRS: I have just received a letter from Messrs. Willans & Co. declining to make two different sets of bills of lading.

(Copy.)

Morland, Watson & Co., iron and hardware merchants, Montreal.

WOLVERHAMPTON, *April* 24*th*, 1867.

Messrs. Morland, Watson & Co., Montreal:

"Maggie Hammond."

DEAR SIRS: Vide copies of our two last notes to Willans & Co., and their original, dated 22nd inst.; we think on this latter you might begin to trouble the owner. It is rather amusing to find that this gentlemen "who has been put to considerable trouble;" we certainly

thought you and ourselves the parties who ought to complain. We are advised on no ac. to consent to cargo being loaded on another vessel and B. L. consigned to strangers to us, as then we
103 should lose all the vantage ground we now possess on your ac.
Willans' next reply shall be duly communicated to you, but meanwhile we strongly urge you to try and frighten owner.

Dear sirs, yours truly,
HENRY ROGERS, SONS & CO.

(Copy.)

Morland, Watson & Co., iron & hardware merchants, Montreal.

WOLVERHAMPTON, *April 27th*, 1867.

Messrs Willans & Co., Cardiff:

DEAR SIRS: I am sorry that absence from home has occasioned any delay in reply to your favor of 25th. The plan you propose will apparently meet the difficulty, and although the paragraph seems very verbose, yet it does not appear to convey any meaning stronger than the short phrase we suggested; but on this point I should like to consult our local solicitor, and will write you again on Monday night. The only point that strikes me is that, as you have been so careful in wording the clause for the protection of your client, that we ought to add, "this without prejudice to any claim the consignees may have against the owners of the Maggie Hammond."

Please address to Hampton, as usual.

Yours truly,
ALF. C. TWENTYMAN,
Of H. R. S. & Co.

104 (Copy.)

Morland Watson & Co., iron & hardware merchants, Montreal.

CARDIFF, *May 1st*, 1867.

Messrs. H. Rogers & Co., Wolverhampton:

DEAR SIRS: Your favors of the 27th and 29th ult. came duly to hand, and in reply we beg to say that we cannot see why you should wish the clause mentioned therein inserted in the B. L., as the owners do not admit any claim of the consignees; however, as that is the only condition on which you will remove the "stop," and as we, on behalf of the owners, are anxious to get the cargo to Montreal, we agree to insert the clause with the following addition: "No claim being admitted by the owners," to which you cannot object, and the endorsement on B. L. will then be as annexed.

We will thank you to telegraph on rec't of this, and have the stop removed, so that there shall he no delay in the shipment.

We remain, dear sirs, yours faithfully.
WILLIANS & CO.,
Per H. E. THOMAS.

This B. L. is in respect of a cargo which was lately shipped on board the M. H., and for which B. L., dated Aug. 23, '66, have been given. And the B. L. shall be in aid of those of that date, and in one save the holders of those B. L. shall be entitled to require delivery of the cargo, which is subject to a claim for general average contribution, for which a bond shall be given, as usual, before the cargo is discharged; this without prejudice to any claim the consignees may have against owners of Maggie Hammond, no claim being admitted by the owners.

(Copy.)

Morland, Watson & Co., iron & hardware merchants, Montreal.

MONTREAL, *May* 2*d*, 1867.

"Maggie Hammond."

DEAR SIRS: We are pleased to state that at last this affair is settled, vide corr'ce herewith. We now leave you to fight out claims against owners, and are uncommonly glad to advise settlement, for it has been a most vexatious affair.

By mistake, last mail, copy of the Cardiff lawyer's letter was sent you. This man's advice we, of course, ignored, as we have done on two former occasions.

Yours truly,

HENRY ROGERS, SONS & CO.

Morland, Watson & Co., iron & hardware merchants, Montreal.

MONTREAL, 3 *May*, 1867.

Mess. H'y Rogers, Sons & Co., Wolverhampton:

Re "Maggie Hammond."

GENTLEMEN: We have pleasure to acknowledge your favors of 11th and 18th ult., respectively, and in accordance with your request, have communicated their contents to the other consignees.

The first of these requires no particular reply. In the second you write, "We of course shall not remove stop unless you instruct us." As regards this, it is quite out of our power to give any instructions on this subject. You put the stop on the iron yourselves, simply advising us of the fact, and requesting one of us to proceed to Baltimore and take such proceedings as might be advised by our lawyers against the vessel, to get security. Our lawyers then advised us that we were compelled to take steps on behalf of the underwriters on terms of our policy, even if we were unwilling to do so on our own account. The writer's letter of 22d March last gave full details of what took place at Baltimore, and we can only reiterate that we believe the security to be ample, as it was perfectly satisfactory to our lawyers there. You surely must have overlooked above letter when writing on 18 April.

What are the facts of the case? You take certain steps and request us to do the same. We comply with your request and write you the result, and you then ask us to advise you concerning your own act.

The iron itself remains with you, and you are in possession, much more than any one else, of the whole facts appertaining to the matter; and, under the circumstances, we see no other course than that you should do as you have already done—act as your own
107 judgement as occasion may necessitate.

We, &c. M. W. & CO.

Morland, Watson & Co., Iron & Hardware Merchants, Montreal.

MONTREAL, 10*th May*, 1867.

Messrs. H'y Rogers, Sons & Co.:

Re "Maggie Hammond."

We note all your remarks. We enclose copy of a letter from our Baltimore lawyers which will show you the position we are placed in. Pray refer to ours of March 22d, which gave full information and directions as to the course you should take on refusal of the parties to give B. L. Again, it was clear that you should have allowed them to do as they pleased, so long as you held the policy of insurance, and which secured us in case of loss of vessel, (even if the security in Baltimore had failed to cover.) We would have seized on arrival, if so advised.

We must disclaim any connection with the steps taken by you since receipt of ours of 22d M'ch,

M. W. & CO.

Testimony taken under a commission to John Pylus Ingleden or Francis Ince, of Cardiff, Wales, on the part of the respondents, on the 13*th May*, 1867.

John Willans, of Cardiff, in the county of Glamorgan, ship-
108 broker, in answer to the interrogatories annexed to the commission issued on the 13th day of May, one thousand eight hundred and sixty-seven, on oath, states:

First. Had you knowledge of, or connection with the ship Maggie Hammond, of Yarmouth, Nova Scotia, which arrived in Milford Haven, and afterwards in Cardiff, in last autumn? If yea, state all you know in reference to said vessel and cargo, and their condition on arrival in these places, and when she arrived in each place, and whether the master made a protest on arrival; and if so, file a copy of such protest, and state whether any and what surveys of said vessel and cargo were made in Milford Haven and Cardiff. File copies of the reports of the surveyors on these occasions, or otherwise prove the contents thereof.

1. I know the "Maggie Hammond." At Captain Anderson's request, who was the master of the Maggie Hammond, I sent to Mil-

ford, where the vessel then was, about the 24th day of September last, two surveyors to ascertain the state of the ship, and the facilities at Milford for discharging the cargo, and for repairing. The surveyors sent were William Yeo Edwards and James Fraser, both of Cardiff. The vessel came from Milford to Cardiff, arriving in Penarth Roads on the 28th, and in the East Bute dock, Cardiff, on the 29th day of September last. I went on board the vessel at Cardiff, but am not competent to speak as to her condition. The master made a protest before Mr. John Pylus Ingleden, public notary, Cardiff. I ordered several surveys of the vessel to be made at
109 Cardiff. The surveyors employed were the said Messrs Edwards & Fraser, and Mr. Henry Haynes, of Newport, Lloyds surveyor.

2d. State whether, upon her arrival in Cardiff, she stood in need of repairs to fit her for sea. If yea, state what these repairs, and whether any and what steps were taken to have these repairs promptly made. Prove the cost of any repairs which were made. Who paid for the same?

2. The surveyor's reports shew what repairs were necessary. The repairs ordered by them were done as promptly as possible, and the cost of the repairs amounted to £185 17 0, and were paid by me. I produce the bill, marked Z. In repairing the vessel, she was stripped of her yellow metal, which was valued by the ship-builders at £130 0 0, which was allowed on settlement of accounts, the vessel not being re-metelled.

3. State whether any general average papers were made out at Cardiff in consequence of the repairs of the vessel. If yea, file a copy thereof, or account for their non-production, and state was the amount of contribution due by the cargo under such average adjustment, and whether any part of such contribution for the cargo was paid or tendered by any agent, or shipper of the cargo, or any part thereof?

3. The average papers have not yet been made out. They could not be made out until the cost of wharfage and charges on the iron were ascertained. This could not be done until about the
110 21st day of May last.

4th. State fully the reason why said vessel, Maggie Hammond, did not resume her voyage to Montreal as soon as her repairs were completed.

4. The repairs were not completed until about the fifth day of November last, on which day the vessel came out of the dry dock. It was then too late in the season for the vessel to prosecute her voyage to Montreal.

5th. State whether or not the cargo of the "Maggie Hammond" could have been forwarded on another vessel to reach the St. Lawrence before navigation was closed, and if not, why not?

5. The cargo of the "Maggie Hammond" had to be discharged at Cardiff, before the repairs could be done. The cargo was commenced to be discharged on or about the 1st day of October last. In my opinion it was too late then to have forwarded the cargo in another

vessel from Cardiff to reach the St. Lawrence before navigation was closed. Assuming the Maggie Hammond arrived at Milford on the 17th day of September last, the day named by the captain in his protest, I consider it was then too late to have forwarded the cargo by another vessel from there, if one could have been procured, which I think could not have been done, as Milford is not a place to which vessels in want of a freight resort. I charter vessels every
111 year with cargoes of coal and iron from Cardiff for Quebec, but have never chartered for later than the 1st day of September.

6th. State also why said ship took a cargo for Baltimore instead of waiting until the spring to prosecute her original voyage to Montreal.

6. The ship took a cargo for Baltimore instead of waiting until the spring to prosecute her original voyage to Montreal, because I thought it unreasonable for the vessel to remain idle for five months, and I thought she had ample time to go to Baltimore and back. I have never known vessels leave Cardiff for the spring trade to Quebec before the 1st day of April.

7th. Where vessels bound for ports of Great Britain with cargo meet with disasters and are obliged to return to Great Britain for repairs, and are there detained until it is too late in the autumn to arrive in the St. Lawrence before the closing of navigation, state whether it is customary for vessels in such a predicament to remain idle in the port waiting for the opening of navigation to resume the voyage, or to undertake an intermediate voyage. State fully the custom in regard to such vessels.

7. I am not aware of any customs such as is referred to in the seventh interrogatory.

8th. State whether any and what steps were taken to secure the consent and co-operation of the shippers or other agents of the
112 iron to the course which was taken in regard to the Maggie Hammond and her change of voyage; and if you say no such steps were taken, state why they were not; and if the steps taken did not secure their co-operation state why and wherein they failed?

8. On the 10th day of October, 1866, I entered into correspondence with Singleton, Dunn & Co., of Glasgow, the agents who procured the Montreal freight for the Maggie Hammond. I wrote to them seven letters dated respectively, 10th, 15th, 17th, 22nd, 25th [and 25th,] and 29th October last, copies of which letters I now produce, and which are respectively marked A, B, C, D, E, F, G. I also produce six original letters from the said Singleton, Dunn & Co. to my firm dated respectively the 13th, 16th, 20th, 24th, 27th, and 30th October last, marked respectively, H, I, K. L, M, N. I was not aware until I heard from the owner of the "Maggie Hammond," Amasa Durkee, of Yarmouth, Nova Scotia, who the owners of the iron were. I had made no enquiries on the subject. When the owner's letter arrived the Maggie Hammond was ready for sea. I produce a copy of the owner's letter which is dated the 31st October last, which I received on the 20th of November last, and which copy is marked O.

I also produce copies of the owner's letters to my firm dated respectively the 16th of October last, the 17th of November, the 28th December last, the 15th and 26th January, the 8th and 25th of
113 February last, and which copy letters are marked respectively P, Q, R, S, I, U, V. I also produce an original telegram from the owner to my firm dated the 13th March, 1867, and marked W. The Maggie Hammond sailed for Baltimore the 22nd November last. On the 23d November I went to Wolverhampton for the purpose of seeing Messrs. Rogers and Company, the parties I was informed by the owner of the vessel, shipped the iron. I saw a young gentleman who said his name was Rogers, and he told me that Mr. Twentyman, who attended to that branch of the business, was from home and that he would telegraph him. I informed Mr. Rogers that we were willing to give up the iron at Cardiff free of freight on their delivering up to us the captain's, bill of lading, and their undertaking to pay their average contribution, or we would try to sell the iron at Cardiff for them or forward it in the spring on board the "George Durkee" or some other good vessel. I also left a memorandum in writing to the same effect with Mr. Rogers, and I was to receive an answer by telegram in the morning; instead of a telegram I received a letter dated the 23d November, which I now produce marked X and I also produce fifteen other letters from Messieurs Rogers and Company dated respectively, 6th and 11th December last, the 30th January, the 16th and 19th February, the 22nd and 30th March, the 6th, 9th, 23d, 26th, and 29 April, and the 13th and 24th May last, and numbered
No. 1 to 15, both inclusive. I also produce an original telegram
114 dated the 20th April last, from Rogers and Company to my firm which is numbered 16. I also produce copies of my firm's letters to Amasa Durkee, eleven in number, dated respectively, 29th September, the 27th October, the 24th November, the 8th December, the 19th January, the 2nd, 16th, and 30th March, the 13th April, and the 6th and 23rd May, and numbered 17 to 27, both inclusive. By Messieuss Rogers & Co's letter addressed to my firm on the 16th February, 1867, I was informed Mr. Jack was their agent at Glasgow. On the 20th February last Mr. Jack wrote my firm the letter I now produce numbered 34, and he also wrote my firm four other letters I now produce dated respectively the 19th March, the 1st, 11th, and 19th April last, and numbered respectively, 35, 36, 37 and 38. In reply to the said letters of Mr. Jack my firm wrote him nine letters dated respectively, the 21st February, the 20th and 30th March, the 1st 2nd, 3rd, 9th, 18th, and 20th April last, copies of which said letters I now produce numbered from 39 to 47 both inclusive. I can add nothing more.

9th. State whether any legal proceedings, or steps of any kind have been taken by the shippers, or other agents of the iron, or by any one else, before or after the departure of the Maggie Hammond for Baltimore, to take or resume possession of her cargo of iron, or to stop, attach or claim the same, or any part thereof, and if you say
there were any such legal proceedings, or other steps taken,
115 state fully all you know in reference to the same, and file any writing proving the same.

9. After the departure of the Maggie Hammond, and on or about the 27th November last, I was at the Bute dock office, Cardiff, the proprietors of the dock then having the custody of the cargo. At the dock office I was shown a letter from Messieurs Ingleden and Ince, of Cardiff, solicitors. In pursuance of such letter, I was informed the proprietors of the dock would not give up possession of the iron until the letter was withdrawn. On several occasions I called at the dock office to know whether I could have the iron, and I was on each occasion informed that I could not have the iron until the stop on it was withdrawn.

10th. State whether Amasa Durkee, the owner of said ship, Maggie Hammond, did or did not direct you to forward the Maggie Hammond's cargo of iron, shipped at Ardrossan, by a first-class vessel early in the spring. File copies of any letters or dispatches to this effect, and state whether and how you have complied with his instructions; and if you have not complied, state fully why not.

10. The owner of the Maggie Hammond did direct me to forward the cargo of iron by a first-class vessel early in the spring. The correspondence bearing on the subject has already been put in evidence.

116 In compliance with the owners instructions I offered to the shippers of the iron the vessel "George Durkee" to take the cargo. This was on or about the 15th February last. She was refused, as shown by the correspondence of Mr. Jack, and the memorandum referred to in his letter of the 20th February last, which memorandum I now produce marked 48. I then offered the "Courier" to take 350 tons of the iron. The cargo consisted of four parcels of iron, for which four sets of bills of lading had been given. Two sets of the bills of lading covered 350 tons. The "Courier" was a small, first-class vessel, and would have carried this quantity of iron. I offered her on about the 30th March last. She was declined; the shippers, Messrs. Rogers & Company, declining to have the iron divided. I then, on the 8th April, offered the "George Arkell," an A 1 vessel, for five years, as shewn by my letter of the 8th April last, numbered 44, in documents put in evidence. She was refused for the reason stated in Mr. Jack's letter of the 11th April last, numbered 37, of the documents put in evidence. I then, on the 17th April last offered the "Royal Charley," a first-class vessel, to take the whole of the iron; she was accepted. On the 28th or 29th May last she was ready for sea, and sailed with the whole of the iron on board. Previous to the offer of the "Royal Charlie" I went to Havre, Liverpool, and London, to see whether I could get a vessel to take the iron, and communicated by letters and telegrams to other ports for the same purpose. I offered 20s. (twenty shillings) per ton freight, or solicited an offer. I never received a positive offer of a first-class vessel. The "Royal

117 Charlie" belongs partly to the owner of the Maggie Hammond, and she came specially from Dublin to take the cargo. It is very difficult matter to get a vessel of first class to take a cargo of pig iron on account of its being apt to strain a vessel. I should have sent the 350 tons in the "Courier" if the stop had not been on

the iron. The stop had not been removed until the 3rd May last. I would not allow the Royal Charlie to come round to Cardiff until I knew the stop had been removed and she could have the cargo.

11th. If not already answered, state fully what was done with said vessel and cargo from the time of her first arrival in Milford Haven up to the time of her departure with cargo from Cardiff for Baltimore, and more particularly why she discharged her cargo at Cardiff, and why she left said cargo at Cardiff, and took another cargo to Baltimore, as if therein specially interrogated.

11. The cargo when discharged at Cardiff was warehoused by my firm with the proprietors of the East Bute dock, and remained in their custody until it was shipped on board the "Royal Charlie." The expense of keeping the Maggie Hammond idle at Cardiff for five months would have been too great, and for the reasons stated in answer to the sixth interrogatory.

12th. State any other matter or thing which you may think of importance or advantage to the respondent as if thereto specially interrogated.

12. I can add nothing further, except that the iron included
118 in each set of bills of lading was warehoused in seperate lots, and was seperately marked and numbered, and could have, easily been shipped in lots as represented by bills of lading. I personally saw a large number of the pigs of each lot and the marks were distinct.

In answer to cross-interrogatories John Willans states:

1st x. Please state, if you know, what was the condition of the "Maggie Hammond" before she left Ardrossan for Montreal last autumn.

1. I don't know.

2nd x. Please state when the amount and character of repairs necessary to fit her for sea after her disaster were first ascertained or supposed such repairs could be completed.

2. I have answered this interrogatory as far as I am able to do so.

3rd x. Please state what items of the work and materials constituting the repairs done upon said ship were absolutely necessary to enable her safely to resume her voyage, and which of them were advisable, only with a view to the shipowner's interest to permanently improve the value of his vessel, some repairs being found necessary.

3. I believe all the repairs done were necessary.

4th x. Please state how much more said vessel was worth after such repairs were made than she was before she started on her voyage to Montreal.

4. The vessel was not worth so much as she was not re-metaled.

119 5th x. If you say any general average papers were made out, please state whether or not they were shown or a copy of them furnished to any agent or shipper of the cargo, or any part thereof; and if yea, to whom; and how you knew that he was such agent or shipper. If you say no part of any contribution for the cargo was ten-

dered, please state whether any demand was made therefor; and if yea, of whom it was made.

5. I have answered this question in my answer to the third interrogatory-in-chief.

6th x. If, in reply to the 7th interrogatory-in-chief, you speak of any custom, please mention the instances in which you have known it relied on, and state precisely what such custom is.

6. I speak of no custom.

7th x. If, in reply to the 9th interrogatory, you speak of any legal proceedings or steps having been taken, please state, if you know, why they were taken, and by whom? If you say any such were taken by any shipper, or any agent of his, please state how you know that he was such shipper or agent, and file an authenticated record of any such legal proceeding.

7. I have answered this as fully as I am able in my answer to the ninth interrogatory-in-chief.

JOHN WILLANS.

WILLIAM JONES,
His Clerk.

F. INCE, *Comm'r.*

William Yeo Edwards, of Cardiff, in the county of Glamorgan, shipowner and surveyor, in answer to the interrogatories annexed to the commission issued on the thirteenth day of May, 1867, in the before-mentioned causes, on oath states:

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First. Had you knowledge of a connection with the ship Maggie Hammond, of Yarmouth, Nova Scotia, which arrived in Milford Haven, and afterwards in Cardiff, in last autumn? If yea, state all you know in reference to said vessel and cargo, and their condition on arrival in these places, and when she arrived in each place, and whether the master made a protest on arrival; and if so, file a copy of such protest, and state any and what surveys of said vessel and cargo were made in Milford Haven and Cardiff. File copies of the reports of the surveyors on the occasions, or otherwise prove the contents thereof.

1. By the direction of Mr. Willans I went to Milford on the 24th September last, to make a survey of the "Maggie Hammond." Captain James Fraser accompanied me. On the 25th we together made the survey. The document now produced and shown to me and marked 28, is a correct copy of our survey. At Milford the facilities for landing and storing a cargo are not so great as at Cardiff. It would have cost three times as much to discharge the cargo at Milford as it would cost at Cardiff, and the facilities for repairing are not so great at Milford as at the latter place. As advised by survey the vessel was towed to Cardiff, and on the 2nd October last, I, with Mr. Fraser and Henry Haynes, Lloyds surveyor, went on board the vessel in the East Bute dock, and made a second survey. I

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now produce a copy of this survey marked 29. In pursuance of this survey the cargo was removed between decks. After

this had been done, and on the 6th October last, I, in company with said Mr. Fraser and Mr. Henry Haynes, made another, a third survey, a copy of which survey I now produce marked 30. In pursuance of this third survey the whole cargo was discharged, and the vessel put on the gridiron. After the vessel was put on the gridiron we made a fourth survey. I produce a copy marked No. 21. In pursuance of this survey the vessel went into graving dock, and on the 26th October, I and my two co-surveyors made a fifth survey. I now produce a copy marked No. 32. The repairs were then proceeded with, and on the 3rd November, 1866, I and my two co-surveyors made our sixth and last survey. I now produce a copy marked No. 33.

2nd. State whether upon her arrival in Cardiff she stood in need of repairs to fit her for sea. If yea, state what these repairs, and whether any and what steps were taken to have these repairs promptly made; prove the cost of any repairs which were made, who paid for the same.

2. The vessel stood in need of repairs on her arrival in Cardiff, as shown by the survey, referred to in the answer to the first interrogatary, and the same repairs were promptly made.

3rd. State whether any general average papers were made out at Cardiff in consequence of the repairs of the vessel. If yea, file a copy thereof, or account for their non-production; and state
122 what was the amount of contribution due by the cargo under such average adjustment, and whether any part of such contribution for the cargo was paid or tendered by any agent or shipper of the cargo, or any part thereof.

4th. State fully the reason why said vessel, Maggie Hammond, did not resume her voyage to Montreal as soon as her repairs were completed.

3rd and 4th interrogatories. I cannot answer.

5th. State whether or not the cargo of the Maggie Hammond could have been forwarded in another vessel to reach the St. Lawrence before navigation was closed, and if not, why not?

5th. The cargo of the Maggie Hammond could not have been forwarded in another vessel to reach the St. Lawrence before navigation was closed, because it was too late in the season when the vessel arrived in Milford.

6th. State also why said ship took a cargo for Baltimore instead of waiting until the spring to prosecute her original voyage to Montreal.

6. I cannot answer.

7th. Where vessels bound for ports of Great Britain, with cargo, meet with disasters, and are obliged to return to Great Britain for repairs, and are then detained until it is too late in the autumn to arrive in the St. Lawrence before the closing of navigation, state whether it is customary for vessels in such a predicament to remain idle in the port waiting for the opening of navigation to resume the voyage, or to undertake an intermediate voyage. State fully the custom in regard to such vessels.

123 7. I am not aware of any custom.

8th. State whether any, and what, steps were taken to secure the consent and co-operation of the shippers or other agents of the iron to the course which was taken in regard to the Maggie Hammond and her change of voyage; and if you say that no such steps were taken, state why they were not; and if the steps taken did not secure their co-operation, state why and wherein they failed.

9th. State whether any legal proceedings or steps of any kind have been taken by the shippers or other agents of the iron, or by any one else, before or after the departure of the Maggie Hammond for Baltimore, to take or resume possession of her cargo of iron, or to stop, attach or claim the same, or any part thereof, and if you say that there were any such legal proceedings or other steps taken, state fully all you know in reference to the same, and file any writing proving the same.

10th. State whether Amasa Durkee, the owner of said ship Maggie Hammond, did or did not direct you to forward the Maggie Hammond's cargo of iron shipped at Ardrossan by a first class vessel early in the spring. File copies of any letters or dispatches to this effect, and state whether and how you have complied with his instructions, and if you have not complied state fully why not.

8, 9, 10. I cannot answer.

11th. If not already answered, state fully what was done with said vessel and cargo from the time of her first arrival in Milford Haven,
and up to the time of her departure with cargo from Cardiff
124 for Baltimore, and more particularly why she discharged her cargo at Cardiff, and why she left said cargo at Cardiff and took another cargo to Baltimore, as if therein specially interrogated.

11. I cannot say why the said vessel took another cargo to Baltimore; the rest of this interrogatory I have already answered.

In answer to the cross-interrogatories, Mr. Edwards states:

1st x. Please state, if you know, what was the condition of the "Maggie Hammond" before she left Ardrossan for Montreal, last autumn?

1. I do not know.

2d x. Please state when the amount and character of repairs necessary to fit her for sea after her disaster were first ascertained or supposed such repairs could be completed?

2. The repairs necessary to fit the vessel for sea were first ascertained after making the first five surveys herebefore referred to.

3rd x. Please specify what items of the work and materials constituting the repairs done upon said ship were absolutely necessary to enable her safely to resume her voyage, and which of them were advisable only with a view to the ship owner's interest, to permanently improve the value his vessel, some repairs being found necessary; and state the cost of each of said items respectively?

3. I consider all the repairs done were necessary.

4th x. Please state how much more said vessel was worth
125 after such repairs were made than she was before she started on her voyage to Montreal.

4. The vessel was of less value after the repairs were done than

she was when she sailed for Montreal, inasmuch as she was not remetalled, and even if she had been remetalled she would not have been of greater value after the straining she had received with the cargo.

5th x. If you say any general average papers were made out, please state whether or not they were shown or a copy of them furnished to any agent or shipper of the cargo or any part thereof; and if yea to whom, and how you knew that he was such agent or shipper. If you say no part of any contribution for the cargo was tendered, please state whether any demand was made therefor, and if yea, of whom it was made.

6th x. If in reply to the seventh interrogatory-in-chief you speak of any custom, please mention the instances in which you have known it relied on, and state precisely what such custom it.

7th x. If in reply to the 9th interrogatory you speak of any legal proceedings or steps having been taken, please state, if you know, why they were taken and by whom? If you say any such were taken by any shipper or any agent of his, please state how you know that he was such shipper or agent, and file an authenticated record of any such legal proceedings.

5, 6 and 7. I cannot answer.

W. Y. EDWARDS.

126 James Fraser, of Cardiff, in the county of Glamorgan, deputy dock-master, in answer to the interrogatories annexed to the commission on the thirteenth day of May, 1867, in the before-mentioned causes, on oath states:

First. Had you knowledge of or connection with the ship Maggie Hammond of Yarmouth, Nova Scotia, which arrived in Milford Haven and afterwards in Cardiff in last autumn; if yea, state all you know in reference to said vessel and cargo; and their condition on arrival in these places, and when she arrived in each place, and whether the master made a protest on arrival; and if so, file a copy of such protest and state whether any and what surveys of said vessel and cargo were made in Milford Haven and Cardiff. File copies of the reports of the surveyors on these occasions or otherwise prove the contents thereof?

1. By direction of Mr. Willans I went to Milford on the 24th September last to make a survey of the Maggie Hammond. Captain William Yeo Edwards accompanied me. On the 25th we together made a survey; the document now produced and shown to me and marked 28 is a correct copy of our survey. At Milford the facilities for landing and storing a cargo are not so great as at Cardiff. It would have cost three times as much to discharge the cargo at Milford as it would cost at Cardiff, and the facilities for repairing are not so great at Milford as at the latter place. As advised by survey, the vessel was towed to Cardiff, and on the 2d October last, I with Mr. Edwards and Henry Haynes, Lloyds surveyor, went on board the vessel
127 in the East Bute dock and made a second survey. I now produce a copy of this survey, marked 29. In pursuance of this

survey the cargo was removed between decks. After this had been done, and on the 6th October last, I in company with said Edwards and Haynes made another, a third survey, a copy which survey I now produce, marked 30. In pursuance of this survey the whole cargo was discharged and the vessel put on the gridiron. After the vessel was put on the gridiron we made a fourth survey. I produce a copy, marked 31. In pursuance of this survey the vessel went into graving dock, and on the 26th October I and my two co-surveyors made a fifth survey. I now produce a copy, marked 32. The repairs were then proceeded with, and on the 3d November, 1866, I and my two co-surveyors made our sixth and last survey. I now produce a copy, marked No. 33.

2nd. State whether upon her arrival in Cardiff she stood in need of repairs to fit her for sea; if yea, state what these repairs, and whether any and what steps were taken to have these repairs promptly made. Prove the cost of any repairs which were made, who paid for the same?

2. The vessel stood in need of repairs on her arrival in Cardiff, as shown by the surveys referred to in the answer to the first interrogatory, and the same repairs were promptly made.

3rd. State whether any general average papers were made out at Cardiff in consequence of the repairs of the vessel; if yea, file
128 a copy thereof, or account for their non-production, and state what was the amount of contribution due by the cargo under such average adjustment, and whether any part of such contribution for the cargo was paid or tendered by any agent or shipper of the cargo, or any part thereof?

4th. State fully the reason why said vessel Maggie Hammond did not resume her voyage to Montreal as soon as her repairs were completed?

3 and 4 interrogatories. I cannot answer.

5th. State whether or not the cargo of the Maggie Hammond could have been forwarded in another vessel to reach the St. Lawrence before navigation was closed, and if not, why not.

5. The cargo of the Maggie Hammond could not have been forwarded in another vessel to reach the St. Lawrence before navigation was closed, because it was too late in the season when the vessel arrived at Milford.

6th. State also why said ship took a cargo for Baltimore, instead of waiting until the spring to prosecute her original voyage to Montreal?

6. I cannot answer.

7th. Where vessels bound from ports of Great Britain with cargo meet with disasters and are obliged to return to Great Britain for repairs, and are detained until it is too late in the autumn to arrive in the St. Lawrence before the closing of navigation, state whether it is customary for vessels in such a predicament to remain idle in
129 the port waiting for the opening of navigation to resume the voyage, or to undertake an intermediate voyage; state fully the custom in regard to such vessels.

7. I am not aware of any custom.

8th. State whether any and what steps were taken to secure the consent and co-operation of the shippers or other agents of the iron to the course which was taken in regard to the Maggie Hammond and her change of voyage; and if you say that no such steps were taken, state why they were not, and if the steps taken did not secure their co-operation, state why and wherein they failed?

9th. State whether any legal proceedings or steps of any kind have been taken by the shippers or other agents of the iron, or by any one else, before or after the departure of the Maggie Hammond for Baltimore, to take or resume possession of her cargo of iron, or to stop, attach or claim the same, or any part thereof; and if you say that there were any such legal proceedings or other steps taken, state fully all you know in reference to the same, and file any writing proving the same.

10th. State whether Amasa Durkee, the owner of said ship Maggie Hammond, did or did not direct you to forward the Maggie Hammond's cargo of iron shipped at Ardrossan by a first class vessel early in the spring. File copies of any letters or dispatches to this effect, and state whether and how you have complied with his instructions, and if you have not complied, state fully why not.

130 8, 9 and 10. I cannot answer.

11th. If not already answered, state fully what was done with said vessel and cargo from the time of her first arrival in Milford Haven up to the time of her departure with cargo from Cardiff for Baltimore, and more particularly why she discharged her cargo at Cardiff, and why she left said cargo at Cardiff and took another to Baltimore, as if thereon specially interrogated?

11. I cannot say why the said vessel took another cargo to Baltimore; the rest of this interrogatory I have already answered.

12th. State any other matter or thing which you may think of importance or advantage to the respondent, as if thereto specially interrogated.

12. I have stated all I know with regard to the Maggie Hammond.

In answer to the cross-interrogatories, Mr. Fraser states:

1st x. Please state if you know what was the condition of the Maggie Hammond "before she left Ardrossan for Montreal last autumn?

1. I do not know.

2nd x. Please state when the amount and character of the repairs necessary to fit her for sea after her disaster were first ascertained or supposed, such repairs could be completed?

2. The repairs necessary to fit the vessel for sea were first ascertained after making the first five surveys hereinbefore referred.

3rd x. Please specify what items of the work and materials constituting the repairs done upon said ship were absolutely necessary to enable her safely to resume her voyage, and which of them were advisable only with a view to the ship owner's interest, to permanently improve the value of his vessel, some repairs being found necessary, and state the cost of each of said items respectively?

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3. I consider all the repairs done were necessary.

4th x. Please state how much more said vessel was worth after said repairs were made than she was before she started on her voyage to Montreal.

4. The vessel was of less value after the repairs were done than she was when she sailed for Montreal, inasmuch as she was not re-metalled; and even if she had been re-metalled, she would not have been of greater value after the straining she had received with the cargo.

5th x. If you say any general average papers were made out, please state whether or not they were shewn, or a copy of them furnished to any agent or shipper of the cargo, or any part thereof; and if yea, to whom, and how you knew that he was such agent or shipper? If you say no part of any contribution for the cargo was tendered, please state whether any demand was made therefor, and if yea, of whom it was made.

6th x. If, in reply to the 7th interrogatory-in-chief, you speak of any custom, please mention the instances in which you have known it relied on, and state precisely what such custom is.

7th x. If, in reply to the 9th interrogatory, you speak of any legal proceedings or steps having been taken, please state, if you
132 know, why they were taken, and by whom. If you say any such were taken by any shipper or any agent of his, please state how you know that he was such shipper or agent, and file an authenticated record of any such legal proceedings.

5, 6 and 7. I cannot answer.

JAMES FRASER.

F. INCE, *Comm'r.*
WILLIAM JONES,
His Clerk.

Alfred Charles Twentyman, of Wolverhampton, in the county of Stafford, a member of the firm of Henry Rogers, Sons and Company, of the same place, merchants, in answer to the interrogatories annexed to the commission issued on the 13th of May, 1867, in the before-mentioned causes, on oath states:

First. Had you knowledge of, or connection with, the ship Maggie Hammond, of Yarmouth, Nova Scotia, which arrived in Milford Haven, and afterwards in Cardiff, in last autumn? If yea, state all you know in reference to said vessel and cargo, and their condition on arrival in these places, and when she arrived in each place, and whether the master made a protest; and state whether any and what surveys of said vessel and cargo were made in Milford Haven and Cardiff. File copies of the reports of the surveyors on these occasions, or otherwise prove the contents thereof.

1. My firm shipped 650 tons of iron on board the "Maggie Hammond," from Ardrossan to Montreal; 300 tons consigned to Morland, Watson and Company; 200 tons to I. B. Bigelow & Co.; 150 tons I. & O. McClary. I knew the vessel was registered A 1 at Lloyds.
133 2nd. State whether upon her arrival in Cardiff she stood

n need of repairs to fit her for sea? If yea, state what these repairs, and whether any and what steps were taken to have these repairs promptly made. Prove the cost of any repairs which were made, who paid for the same.

2. I cannot answer this interrogatory.

3rd. State whether any general average papers were made out at Cardiff in consequence of the repairs of the vessel? if yea, file a copy thereof, or account for their non-production, and state what was the amount of contribution due by the cargo under such average adjustment, and whether any part of such contribution for the cargo was paid or tendered by any agent or shipper of the cargo, or any part thereof.

3. I believe no average have yet been made out, and my firm have not been asked for any contribution.

4th. State fully the reason why said vessel, Maggie Hammond, did not resume her voyage to Montreal as soon as her repairs were completed.

4. When the repairs of the "Maggie Hammond" were completed in November last, it was too late for her to proceed to Montreal.

5th. State whether or not the cargo of the Maggie Hammond have been forwarded in another vessel to reach the St. Lawrence before navigation was closed; and if not, why not?

5. I am unable to express an opinion on this point. My firm shipped a cargo of iron by the ship "Miranda," from Swansea to
134 Montreal, and she sailed on the eleventh September last, or later, and arrived at Montreal; on the 17th September last the "Michigan" sailed from Liverpool for Quebec, and duly arrived.

6th. State also why said ship took a cargo for Baltimore instead of waiting until the spring to prosecute her original voyage to Montreal.

6. I cannot answer this interrogatory.

7th. Where vessels bound from ports of Great Britain with cargo meet with disasters, and are obliged to return to Great Britain for repairs, and are there detained until it is too late in the autumn to arrive in the St. Lawrence before the closing of navigation, state whether it is customary for vessels in such a predicament to remain idle in the port waiting for the opening of navigation to resume the voyage, or to undertake an intermediate voyage? State fully the custom in regard to such vessels.

7. I have never known a similar case to the present one, and I am unable to say what is the custom in such a case.

8th. State whether any and what steps were taken to secure the consent and co-operation of the shippers or other agents of the iron to the course which was taken in regard to the Maggie Hammond, and her change of voyage; and if you say that no such steps were taken, state why they were not; and if the steps taken did not secure their co-operation, state why and wherein they failed.

8. I did not know the Maggie Hammond had sailed, or intended sailing, from Cardiff until the 21st day of November last,
135 when I received the telegram now produced and marked 49,

from our agent, Mr. Jack, of Glasgow. This telegram was confirmed by a letter which I now produce, and marked 50, and dated 22nd November last. I cannot say why my firm was not applied to. Our name was on the bills of lading, but without any address. Singleton, Dunn & Co., of Glasgow, the brokers for the owner of the vessel, knew our address.

9th. State whether any legal proceedings, or steps of any kind, have been taken by the shippers, or other agents of the iron, or by any one else, before or after the departure of the Maggie Hammond for Baltimore, to take or resume possession of her cargo of iron, or to stop, attach, or claim the same, or any part thereof; and if you say that there were any such legal proceedings or other steps taken, state fully all you know in reference to the same, and file any writing proving the same.

9. After the "Maggie Hammond" from Cardiff, Mr. Willans came to Wolverhampton to see my firm. He had not intimated his intention of coming, and I was from home when he called at our office. I was telegraphed to and immediately returned and found the memorandum which had been left by Mr. Willans, and on the same evening I wrote a letter to Messrs. Willans & Co., which has already been put in evidence and marked X. In reply to this letter I received from Messrs. Willans & Co., the letter, a copy of which is now produced marked 51. Not thinking this reply satisfactory, we thought it right, for the safety of our correspondents, to put a stop on
136 the iron. This was effected thro' Messrs. Batchelor Brothers and Company, of Cardiff, who instructed Messrs. Ingleden & Ince, solicitors, Cardiff, to do what was necessary. I refer to my letters to Messrs. Willans & Co., which have already been put in evidence, and also to copies of their replies 22 in number, which I now produce marked 51 to 72, both inclusive, as proving what was done with reference to the withdrawal of the stop on the iron. I wish to state that one of the reasons for objecting to the iron being divided and forwarded by different vessels was that I feared that there would be considerable difficulty in sorting the iron, as each bill of lading referred to a distinct quality of iron.

10. State whether Amasa Durkee, the owner of the said ship Maggie Hammond, did or did not direct you to forward the Maggie Hammond's cargo of iron, shipped at Ardrossan, by a first class vessel early in the spring. File copies of any letters or dispatches to this effect, and state whether, and how you have complied with his instructions, and if you have not complied, state fully why not.

10. I am not able to answer this interrogatory.

11th. If not already answered, state fully what was done with said vessel and cargo from the time of her first arrival in Milford Haven, up to the time of her departure with cargo from Cardiff for Baltimore, and more particularly why she discharged her cargo at Cardiff, and why she left said cargo at Cardiff and took another cargo to Baltimore, as if therein specially interrogated.

11. I am not able to answer this interrogatory.

137 12th. State any other matter or thing which you may think of

importance or advantage to the respondent, as if thereto specially interrogated.

12. I can add nothing.

In reply to the cross-interrogatories, Alfred Charles Twentyman states:

1st x. Please state if you know what was the condition of the "Maggie Hammond" before she left Ardrossan for Montreal, last autumn.

2nd x. Please state, when the amount and character of repairs necessary to fit her for sea after her disaster were first ascertained or supposed, such repairs could be completed.

3rd x. Please specify what items of the work and materials constituting the repairs done upon said ship were absolutely necessary to enable her safely to resume her voyage, and which of them were advisable only with a view to the shipowner's interest, to permanently improve the value of his vessel, some repairs being found necessary, and state the costs of each of said items respectively.

4th x. Please state how much more said vessel was worth after said repairs were made than she was before she started on her voyage to Montreal.

5th x. If you say any general average papers were made out, please state whether or not they were shown, or a copy of them furnished to any agent or shipper of the cargo, or any part thereof; and if yea, to whom, and how you knew that he was such agent or shipper? If you say no part of any contribution for the cargo was tendered, please state whether any demand was made therefor,
138 and if yea, of whom it was made.

6th x. If, in reply to the 7th interrogatory-in-chief, you speak of any custom, please mention the instances in which you have known it relied on, and state precisely what such custom is.

1, 2, 3, 4, 5 and 6 I cannot answer.

7th cross. If, in reply to the 9th interrogatory, you speak of any legal proceedings or steps having been taken, please state, if you know, why they were taken, and by whom? If you say any such were taken by any shipper or any agent of his, please state how you know that he was such shipper or agent, and file an authenticated record of any such legal proceedings.

7th. I have already answered in my answer to the 9th interrogatory-in-chief.

ALF. C. TWENTYMAN.
F. INCE, *Comm'r.*
WILLIAM JONES, *His Cl'k.*

John Pybus Ingleden, of Cardiff, in the county of Glamorgan, one of the firm of "Ingleden," and Ince, of the same place, solicitors, in answer to the interrogatories annexed to the commission issued on the 13th of May, 1867, in the before-metioned causes, on oath states:

First. Had you knowledge of, or connection with the ship "Maggie Hammond," of Yarmouth, Nova Scotia, which arrived in Milford

Haven, and afterwards in Cardiff, in last autumn? If yea, state all you know in reference to said vessel and cargo, and their condition on arrival in these places, and when she arrived in each place,
139 and whether the master made a protest on arrival; and if so, file a copy of such protest, and state whether any and what surveys of said vessel and cargo were made in Milford Haven and Cardiff. File copies of the reports of the surveyors on these occasions, or otherwise prove the contents thereof.

1. In October last Captain Anderson, of the "Maggie Hammond," appeared before me in my capacity as a public notary, and made a protest, of which I produce a copy, numbered 73. The truth of the protest was verified in the ordinary course by a statutory declaration made by Captain Anderson, the chief mate, the second mate, and the carpenter of the Maggie Hammond, a copy of which declaration is written at the foot of the copy protest, which I now produce. I cannot make any further answer to this interrogatory.

2nd. State whether upon her arrival in Cardiff she stood in need of repairs to fit her for sea; if yea, state what these repairs, and whether any and what steps were taken to have these repairs promptly made. From the cost of any repairs which were made, who paid for the same.

3rd. State whether any general average papers were made out at Cardiff in consequence of the repairs of the vessel; if yea, file a copy thereof, or account for their non-production, and state what was the amount of contribution due by the cargo under such average adjustment, and whether any part of such contribution for the cargo was paid or tendered by any agent or shipper of the cargo, or any part thereof.

4th. State fully the reason hy said vessel, Maggie Hammond, did not resume her voyage to Montreal as soon as her repairs were
140 completed.

5th. State whether or not the cargo of the Maggie Hammond could have been forwarded in another vessel to reach the St. Lawrence before navigation was closed; and if not, why not.

6th. State also why said ship took a cargo for Baltimore instead of waiting until the spring to prosecute her original voyage to Montreal?

7th. When vessels bound from ports of Great Britain with cargo meet with disasters, and are obliged to return to Great Britain for repairs, and are there detained until it is too late in the autumn to arrive in the St. Lawrence before the closing of navigation, state whether it is customary for vessels in such a predicament to remain idle in the port waiting for the opening of navigation to resume the voyage, or to undertake an intermediate voyage. State fully the custom in regard to such vessels.

8th. State whether any and what steps were taken to secure the consent and co-operation of the shippers or other agents of the iron to the course which was taken in regard to the Maggie Hammond and her change of voyage; and if you say that no such steps were taken, state why they were not, and if the steps taken did not secure their co-operation, state why and wherein they failed.

2, 3, 4, 5, 6, 7, and 8 I cannot answer.

9th. State whether any legal proceedings or steps of any kind have been taken by the shippers or other agents of the iron, or by any one else, before or after the departure of the Maggie Hammond for Baltimore, to take or resume possession of her cargo of iron, or to stop, attach, or claim the same, or any part thereof; and if you say
141 that there were any such legal proceedings or other steps taken, state fully all you know in reference to the same, and file any writing proving the same.

9. On the 27th November last I was instructed by Messrs. Batcheler Brothers, of Cardiff, to put a stop on the iron, ex "Maggie Hammond," on behalf of Messrs. Rogers, Son & Co., of Wolverhampton, and I accordingly gave the dock proprietors a notice, of which I produce a copy, numbered 74. In pursuance of further instructions, I, on the 3rd May, 1867, gave the dock proprietors a further notice, of which I produce a copy, numbered 75.

10th. State whether Amasa Durkee, the owner of said ship Maggie Hammond, did or did not direct you to forward the Maggie Hammond's cargo of iron shipped at Ardrossan, by a first-class vessel early in the spring. File copies of any letters or dispatches to this effect, and state whether and how you have complied with his instructions; and if you have not complied, state fully why not.

11th. If not already answered, state fully what was done with said vessel and cargo from the time of her first arrival in Milford Haven up to the time of her departure with cargo from Cardiff for Baltimore, and more particularly why she discharged her cargo at Cardiff, and why she left said cargo at Cardiff and took another cargo to Baltimore, as if therein specially interrogated.

12. State any other matter or thing which you may think of importance or advantage to the respondent, as if thereto specially interrogated.
142 10, 11, and 12 I cannot answer.

In answer to cross-interrogatories Mr. Ingleden states:

1st x. Please state, if you know, what was the condition of the "Maggie Hammond" before she left Ardrossan for Montreal, last autumn.

2nd x. Please state when the amount and character of repairs necessary to fit her for sea, after her disaster were first ascertained, or supposed such repairs could be completed.

3rd x. Please state what items of the work and materials constituting the repairs done upon said ship were absolutely necessary to enable her safely to resume her voyage, and which of them were advisable only with a view to the ship-owner's interest, to permanently improve the value of his vessel, some repairs being found necessary, and state the cost of each of said items respectively.

4th x. Please state how much more said vessel was worth after said repairs were made than she was before she started on her voyage to Montreal.

5th x. If you say any general average papers were made out, please state whether or not they were shown, or a copy of them furnished to any agent or shipper of the cargo or any part thereof, and if yea, to whom, and how you know that he was such agent or shipper. If you say no part of any contribution for the cargo was tendered, please state whether any demand was made therefor, and if yea, of whom it was made.

6th x. If, in reply to the 7th interrogatory-in-chief, you speak of any custom, please mention the instances in which you have
143 known it relied on, and state precisely what such custom is. 1, 2, 3, 4, 5 and 6 I cannot answer.

7th x. If, in reply to the 9th interrogatory you speak of any legal proceedings or steps having been taken, please state if you know why they were taken and by whom; if you say such were taken by any shipper, or any agent of his, please state how you know that he was such shipper or agent, and file authenticated record of any such legal proceedings.

7. To the best of my belief the stop was put on the iron by Messrs. Rogers, Son & Co., of Wolverhampton, to prevent the owner or agents of the ship "Maggie Hammond" obtaining or in any way interfering with the iron.

JOHN F. INGLEDEN.

F. INCE, *Comm'r.*
WILLIAM JONES, *his Clerk.*

Exhibits referred to (and filed by commissioner) in testimony.

Z.

CARDIFF, 1866.

Captain and owners of Bark "Maggie Hammond,"
To Charles Hill and Sons.

1866.				
Oct. 19.	0. 2. 0. brown, 32; 3 pitch mops, 10		18	6
	3. 0. 5. black pitch, 15	2	5	8
20.	0. 2. 0. brown oakum, 32; 1 pitch mop, 10		16	10
	3 gallons Stockholm tar, 1. 6; ½ h'd 4 nails		4	8
23.	0. 2. 0. brown oakum, 32; ¼ " 4 "		16	1
144	Smith's labor, drilling and countersinking 12 holes in qr. boom irons		6	
24.	½ lb. gal. sheathing nails, 6; 1 pitch mop, 10			11½
	4 doz. wedges, shoeing, 2		8	
25.	3 pitch mops, 10; 1. 2. 0. brown oakum, 32	2	10	6
	3. 1. 12. black pitch, 15	2	10	5
	1 iron frames with sheet corners for pork, and drilling and countersink 17 holes; 0. 1. 24. 4		17	4
27.	0. 2. 0. black pitch, 15; ½ lb. gal. nails, 1; ½ h'd cut clasp, 8	1	14	2
	3 gallons Stockholm tar, 1. 6; ¼ lb. candles, 8		4	8
	The 8 bulge shores, 6; lengthening 2 augurs, 6		5	
	4 collar head bolt with lb. screws, 17 lbs., a 5		7	1
29.	0. 2. 0. brown oakum, 32; ¼ lb. candles, 8		16	4
	½ gal. oil, 5; 3 gal. Stockholm tar, 1. 6		5	9
30.	0. 2. 0. brown oakum, 32; ¼ lb. candles, 8		16	2
	¼ gal. oil, 5; 3 gal. Stockholm tar, 1. 6		5	9

Oct.	30.	2 pitch mops, 10; 1 sheet glase paper, 1		1	9
		5. 0. 0. best bright pitch, 19. 6; 1 lb. gal. sheathing nails, 5	4	17	11
		12 collar bolt, iron kneas, £1. 0. 3 1. 3	1	8	9
		straightening and repairing 1 double strap chair plate		1	9
Nov.	1.	1. 0. 0. best bro. oakum, 32; ¼ lb. candles, 8	1	12	2
		6 gallons Stockholm tar, 1. 6; 3 lb. spikes, 3. 4; 1 pitch mop, 10		10	8½
		4 gallons coal tar, 5; 1½ gallons naptha, 4		7	8
		1 collar-head chain bolt, 12 lb., 3. 4; lengthening 1 augur, 1		3	9
		reaming 12 × 13 4-in. holes; iron knews, 1		12	"
	2.	2. 3. 26. blank pitch, 15; 1 doz. wedges, 2	2	6	9
		5 lb. white lead, 6; 12 large saucer rings, 2½		5	
		1 ft. 4-in. Am. oak, 1. 8; sawing, 2. 4		4	
		2½ doz. 2½-in. 1. 6; ¾ doz. 1⅛-in. dowells, 1		4	1½
	3.	2 lb. white lead, 6; 2 large saucer rings, 2½		1	5
145		1. 0. 0. brown oakum, 32; ¼ gal. oil, 5	1	13	3
		12 lb. mastic, 5; 2 brooms, 6		6	
		2 through bolt, 12 lb., a 23, 4		2	9
	5.	3 lb. white lead, 6; 0. 2. 0. bro. oakum, 32		17	6
		¼ gallon oil, 5; 6 lb. mastic, 5		3	9
		28 lb. arsenic, 5; 28 lb. sulphur, 4; 2 butt bolt, 10 lb., 2. 2. 4.	1	3	3½
		Forward	34	11	10½

		Forward				34	11 10½
Nov.	5.	3 pitch mops 10; 46 gallons coal tar, 5				1	1 8
		7 lead figures, 1. 2; shortening 2 augers, 3					8 8
		The chains, stages, pitch pot, buckets, &c., use of and repairs to irons, drift bolts, punches, &c, &c				4	14 "
		Smith & Mate's labor, making 6 pieces, funnell and 1 bonnet for stove, £0. 1. 18. 6. 4					15 4
		Dry dock entrance fee			5 8 0		
		Use of do., Oct. 24 to Nov. 5, 7 days, a 22. 4			7 17 6		
						13	5 6
		Foreman's attendance			5 5 "		
		Shipwright labor, 379¼ days, at 6. 3			118 10 4		
		Laborers' " 41 " 4			8 4 "		
		Boys' " 15 " 1. 6			1 2 6		
						133	1 10
						187	18 10½
		5 per cent. disc't on materials				2	1 10½
						£185	17 0

[Inland revenue one-penny stamp.]

Received p. 11th December, 1866.

ppro. CHARLES HILL & SONS.
W. C. PEACE.

146 A.

CARDIFF, 10 *October*, 1866.

Messrs. Singleton, Dunn & Co., Glasgow:

DEAR SIRS: We have now to inform you that the Maggie Hammond is now discharged and the cargo properly warehoused. The ship has been surveyed and will have to undergo a thorough repair. You are aware it is too late for the cargo to be taken to Montreal, and therefore it will be necessary for you to lay the matter before the party interested, and we shall be glad to know what they will do in

the matter. The captain will have to deliver the cargo at Montreal, either by the M. H., or some other equally good vessel, unless some other arrangement can be made, but you will be aware that it will be very inconvenient and expensive to have the iron remain here until next spring. We, therefore, think if you can arrange for the iron either to be sold here or be carried to some other port, say Boston, it will be best, and we think you would be best serving the owners in getting the cargo away in this manner; but, of course, it will have to contribute to the repairs, and before it is shipped, we should require the bills of lading which the captain signed, and also an average bond.

We are, dear sirs, yours truly,

WILLANS & CO.

B.

147 CARDIFF, 15 *October*, 1866.

Messrs. Singleton, Dunn & Co., Glasgow:

DEAR SIRS: Your favor of the 13 inst. is to hand, and in reply we beg to say that we cannot for a moment entertain the proposition of the shippers of "M. H.'s" cargo. All we can is to allow them to have the cargo on returning us the B. L. the captain signed and paying the amount of average on the same, but as for our paying them to take the cargo, it is absurd to think of it.

Yours, truly,

(S'd) WILLANS & CO.

C.

CARDIFF, 17 *October*, 1866.

Messrs. Singleton, Dunn & Co., Glasgow:

DEAR SIRS: We have your favor of y'day, but we cannot see that the shippers of the cargo per M. H. can ask for anything to relieve the owners of the cargo, when they are quite willing to deliver the same at Montreal, either by the M. H. or another equally good ship. If, however, they will, as we before observed, take the cargo on our conditions, they can do so, and you must be aware they will save considerable on the freight in the spring, besides selling the cargo here, which can easily be done. Perhaps you will inform us what the shippers ask as compensation, or whatever they may term it.

148 Yours, truly,

(S'd) WILLANS & CO.

D.

CARDIFF, 22 *October*, 1866.

Messrs. Singleton, Dunn & Co., Glasgow:

DEAR SIRS: Your favor of 20 inst. to hand, and in reply, if the shippers have decided not to take the cargo unless they are paid for doing so, we can only say we must on behalf of the owners decline

their proposal. The ship will only be too glad to have a 20*s.* frt. to Montreal in the spring, and we think the shippers are not considering their own interest in not accepting our offer, as you are aware, in the spring they will be able to get a ship a 5*s.* a 6*s.* less.

We should like something decisive from them, and are, dear sirs,

Yours, truly,

(S'd) WILLANS & CO.

E.

CARDIFF, 22*d October*, 1866.

Messrs. Singleton, Dunn & Co., Glasgow:

DEAR SIRS: Our Mr. Willans being absent to-day, your letter of y'day shall be handed to him on his return. He will doubtless write you to-morrow respecting it.

Yours, truly,

WILLANS & CO.,

(S'd) Per H'Y HANCOCK.

In reference to the above, we beg to say that we cannot guarantee anything about freight in the spring, but we have no doubt it can be done if we may take previous years as a criterion; 14*s.* a 15*s.* has been the rate.

(S'd) W. & CO.

F.

CARDIFF, 25 *October*, 1866.

Messrs. Singleton, Dunn & Co., Glasgow:

DEAR SIRS: We wrote you rather hastily this afternoon about M. H.'s cargo. Your friends surely cannot expect us as brokers to guarantee to procure tonnage at a given rate without some remuneration; but if your friends will arrange matters and place the chartering in our hands, we have no doubt of succeeding, but if they wish us to guarantee to do so we must have an equal share of the difference to pay anything additional we might have to pay. Please let us know definitely, as the vessel is now in the dry dock, and will soon be ready for cargo, and if we charter her with the idea that she has to be back to take the cargo we shall not afterwards alter.

Yours, truly,

(S'd) WILLANS & CO.

G.

CARDIFF, 29 *Oct.*, 1866.

Messrs. Singleton, Dunn & Co., Glasgow:

DEAR SIRS: Your favor of Saturday is to hand, and in reply we beg to say we cannot accept the proposition of the shippers of Maggie Hammond's cargo, viz., to pay them either £150 or £100 to be released therefrom; therefore if that is their final decision, we shall arrange accordingly.

Yours, truly,

(S'd) WILLANS & CO.

We may observe that the shippers are certainly not studying their own interest in this matter, or they would at once release the ship from the cargo, and we think they will find it so in the end.

H.

27 UNION STREET, GLASGOW,
13*th Oct.*, 1866.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We are duly in receipt of yours of 10th inst., and
151 have communicated the contents to the shippers of the Maggie Hammond, and they have written us in reply as follows:

"You are aware that the M. H. is bound to take this cargo to Montreal, sailing with the first ship in the spring for that port; the iron is wanted in Montreal, and unfortunately is a special quality for that market, and as such not easily disposed of any other port; if your owners are disposed, however, to be relieved of the cargo, and would pay a reasonable sum for the same, we might inclined to take on believe it is

I.

27 UNION STREET, GLASGOW,
16*th Oct.*, 1866.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We are duly in receipt of your favor of yesterday, and note contents. We have again seen the shippers of the Maggie Hammond's cargo; they are of course willing to pay the am't of average on the cargo, but are not inclined to take over the cargo on the terms you propose, and unless we can get them to otherwise, we certainly think it would be for the owners' interest to give them a small sum to take it over, as undoubtedly, if the vessel goes on another voyage, and is not here in time to take the cargo out in
152 the spring, they may make it an expensive business for the owner.

Yours, truly,

SINGLETON, DUNN & CO.

K.

27 UNION STREET, GLASGOW,
20*th Oct.*, 1866.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We duly received your favor of 17th inst., and note contents. We have again seen the shippers of "Maggie Hammond's" cargo; they say they shall insist that the cargo be taken to Montreal in the spring in that vessel, unless some other arrangement is come to; we cannot get them to name a sum to take the cargo over, but we think £100 a £150 would square them.

We are, dear sirs, yours, truly,

SINGLETON, DUNN & CO.

L.

27 UNION STREET, GLASGOW,
24*th Oct.*, 1866.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We are in receipt of your favor of 22nd inst., and have again seen the shippers of the cargo, and have no doubt
153 we can get them to relieve the vessel of it, provided you will guarantee to find them a ship in the spring, a 5*s.* a 6*s.* less freight, as you say you will be able to do.

We are, dear sirs, yours, truly,
SINGLETON, DUNN & CO.

M.

27 UNION STREET, GLASGOW,
27*th Oct.*, 1866.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We are duly in receipt of your esteemed favor of 25th inst., and note contents; the only thing the shippers will do in the matter is, they will take the cargo over in Cardiff if the owner will give them £150, but we think we might get them down to £100, or the vessel must take the cargo out in the spring. We think ourselves it would be much to the benefit of the owner to get rid of the cargo altogether, even if we have to pay a small amount.

We are, dear sirs, yours truly,
SINGLETON, DUNN & CO.

N.

154 27 UNION STREET, GLASGOW,
30*th Oct.*, 1866.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We are in receipt of yours of yesterday, and note the proposition made by the shippers of Maggie Hammond's cargo is not entertained; they will not look for less than £100; therefore nothing more can be said in the matter.

We are, dear sirs, yours truly,
SINGLETON, DUNN & CO.

O.

(Extract of letter.)

YARMOUTH, 31 *Oct.*, 1866.

Messrs. Willans & Co., Cardiff:

GENTLEMEN: The best way is to write the shippers themselves. I think they are honorable men; their address is Messrs. Henry Rogers & Sons, Wolverhampton, England, shippers of the cargo consigned to Morland, Watson & Co., Montreal.

I think if you can charter the ship to make a voyage, you
155 will have to get permission from them to do so, or you may make arrangements to ship it in some other vessel, but don't let the cargo go until you have the bills of lading and average bond, as the cargo will be nearly as much as the ship. If you should send the Maggie away, I will charter the George Durkee for Bristol channel, and let her lay until spring; she is classed in French Lloyds, is a good vessel; and built for the pig-iron trade, and carries from 850 to 1,000 tons dead weight, so that 700 would be a light cargo for her; she will be in Boston soon, and I will be able to hear, and she would not have to wait more than two months; or I will be able to take it to Quebec in the "Mary" at any rate. If Mr. Rogers is a reasonable man, as I expect he is, you will have no difficulty.

Yours, truly,

(S'd) AMASA DURKEE.

P.

(Extract from letter.)

YARMOUTH, 16 *Oct.*, 1866.

Messrs. Willans & Co., Cardiff:

The cargo of iron will have to lay at your place until spring, when we will send it forward either in our own or some other vessel, if we can make arrangements with the underwriters. The "George" or "Mary Durkee" may be there or where they can go after it, provided the "Maggie" does not get back in time.

Yours truly,

(S'd) AMASA DURKEE.

156 Q.

(Extract from letter.)

YARMOUTH, *Nov.* 17th, 1866.

Messrs. Willans & Co., Cardiff:

GENTLEMEN: The best thing to have done with her was to take a short voyage and come back and take the iron to Montreal; by giving it up you will lose a great deal of your claim for average, the avereage being made up in Montreal.

I remain yours truly,

(S'd) AMASA DURKEE.

R.

(Extract from letter.)

YARMOUTH, *December 28th*, '66.

Messrs. Willans & Co., Cardiff:

GENTLEMEN: I shall have M. H. chartered back for Bristol channel, if possible; if no freight offers for there some handy Irish port, so that she can easily cross over to take the iron, if she is in time; she is now 37 days out and has not arrived. The "George Durkee" left

St. Johns for Dublin about the middle of this month, and will be over no doubt by time you receive this. I have left the chartering all with Capt. Wentworth Killem, and wished him to keep her open as long as possible, or until I heard from the Maggie, in case
157 of any accident to her that he will take her iron; still I would not like to lose a good freight, and if you could get from 22 6 to 25*s.* for Halifax, I think we had better take it.

I remain yours truly,

(S'd) AMASA DURKEE.

S.

(Extract of letter.)

YARMOUTH, 15 *Jan'y*, 1867.

Messrs. Willans & Co., Cardiff :

GENTLEMEN : The weather has been very cold about Baltimore, consequently a great deal of ice about the bay and harbor. I have written to the captain to charter back, if possible, to Bristol channel, if not to some handy Irish port, and spare no pains to try and get back to take the iron, and I shall write you as soon as I hear of her arrival.

If the parties will take the iron off your hands and do what is right, perhaps you had better give it up, but not until they pay their just proportion of the average.

With best wishes, I remain yours truly.

(S'd) AMASA DURKEE.

T.

(Extract of letter.)

YARMOUTH, 26 *Jan'y.*, 1866.

Messrs. Willans & Co., Cardiff :

158 GENTLEMEN : I wrote you by last mail, since when I have no word of the Maggie Hammond arriving at Baltimore, now 63 days out; the port has been blocked up with ice, and she may be in some of the bays below.

I am afraid, however, she will not be in time to take her cargo to Montreal, and you will have to look out in time to send it forward, so not to have them come upon us for damages on acc't of detention.

Yours truly,

(S'd) AMASA DURKEE.

U.

(Extract from letter.)

YARMOUTH, 8 *Feb.*, 1867.

Messrs. Willans & Co., Cardiff :

GENTLEMEN : I am sorry to say there is no word from the Maggie yet, and I fear something has happened to her; at any rate it will be no

use to depend upon her to carry the iron forward, and you had better charter some vessel at once to take it. I see the George Durkee had not arrived by the last mail. Now can you get the underwriters to allow her to carry it, or will you have to take up a first-class vessel?

Yours truly,

(S'd) AMASA DURKEE.

159 V.

(Extract of letter.)

ST. JOHN, N. B., 25 *Feb.*, 1867.

Messrs. Willans & Co., Cardiff:

GENTLEMEN: The Maggie Hammond arrived at Baltimore the 19th, and I received a long telegram from my agent, Mr. Knox, to say the owners of the pig iron down from Montreal, and had stopped our ship and held her for damages. Come on and be prepared to purchase the iron at 10 p. c. above invoice. I answered the owners of pig iron can do nothing. I will be in over in a few days, and I shall leave this on the 28th for Baltimore. Now I wish you to lose no time in chartering a vessel, first class, and be sure and start her off so that they can have no claim upon us for any demurrage; since they are disposed to make trouble we must go straight. Send a copy of the protest by this with all bills and necessary papers to my agents in Montreal, Messrs. Henry Chapman & Co., and consign the vessel to them.

Hoping you will not fail to get the iron off in good time, and in a good ship and forward all the documents and notify me when she leaves, and also inform the shippers and underwriters so that no difficulty may arrise.

I am, gentlemen, yours truly,

(S'd) AMASA DURKEE.

160 W.

Atlantic Cable and Irish Magnetic Telegraph Company, limited connection with the Submarine and London District Telegraph Companies.

Cardiff Station:

Received the following message the 13th day of March, 1867:

T From Amasa Durkee, Baltimore, Mch. 12th.

Name: Willans & Co., address, Cardiff.

Ship iron at once, see policy changed to cover new ship.

X.

IRON, METAL & HARDWARE MERCHANTS,

WOLVERHAMPTON, 23 *Nov.*, 1866.

Messrs. Willans & Co., Cardiff:

GENT'N: The writer regrets he had not the pleasure of seeing your Mr. Willans, when he called to-day. In reference to pig iron

ex. "Maggie Hammond" we shall be prepared to release the ship by giving up B. L., providing you pay us cost of iron and interest to date, and also if our u'writers will agree to pay the average bond and cancel policy, this latter point we have no doubt can be arranged,
but we cannot undertake sale of iron, and we make this pro-
161 posal without prejudice. We shall be glad to hear from you
by wire to-morrow morning as unless some arrang't is entered into, we need scarcely remark that the captain and owners of vessel will find the law rather strong on the point, but, for our part, we have no desire to make anything out of the affair, and wish to settle it amicably; it is unnecessary to add that, even supposing capt'n intended to return in spring and fulfil engagement, yet the vessel might be lost or other accidents occur, and therefore our consent should have been at least asked; pray understand writer is unaware what verbal explanations you may have offered, as the warehouse was closed ere his return, and has merely your note to guide him.

We are, gent'n, yours respectf'y,

HENRY ROGERS, SON & CO.

Total amount of our invoices of pig iron, including interest and insurance, say 650 tons, £1,899 11 1.

1.

WOLVERHAMPTON, 6 *Dec.*, 1866.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: Writer has postponed his trip to South Wales. "Maggie Hammond" we have taken no steps beyond precautionary one, for as soon as iron was left in so strange a way we felt bound to take legal advice.

The iron is insured on this side, but we presume average
162 bond will remain in abeyance for the present, as we believe
our policy is violated by captain's conduct, for u'writers might argue with fairness that the interim voyage prejudices their risk; as the matter now stands, the only course we can suggist is a sufficient guarantee given to complete contract immediately the navigation is open, as also to bear us harmless from any fresh or additional insurance charges, also a few trifling charges already incurred. This will be but a bagatelle, but as fault is not ours no loss should be sustained by us. We make this merely as a suggestion and without prejudice.

Dear sirs, yours truly,

HENRY ROGERS, SON & CO.

2.

WOLVERHAMPTON, 11 *Dec.*, 1866.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We are favored with yours of 8th inst., and think the proposal as to form of guarantee should come from those interested

for the captain or owner and not from us, we simply throw out the suggestion.

Dear sirs, y'rs truly,
HENRY ROGERS, SON & CO.

3.

WOLVERHAMPTON, *Jan'y 30th*, 1867.

Messrs. Willans & Co., Cardiff:

163 DEAR SIRS: Would you kindly inform us if you have heard lately of the "Maggie Hammond," and what her movements, and oblige yours, very truly,

HENRY ROGERS, SON & CO.

4.

WOLVERHAMPTON, 16 *Feb'y*, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: Maggie Hammond, this vessel, was insured in Scotland. We wrote our agents there "to inquire according to our desire, and ask him (Mr. Jack) to reply direct." Of course we accept no responsibility in this matter whatever; we were not consulted, and any steps taken by us have been solely to protect our correspondents for whom we bought the iron. Has the vessel arrived at Baltimore?

Yr's truly,
HENRY ROGERS, SON & CO.

5.

WOLVERHAMPTON, *Feb'y 19th*, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We have your favor of yesterday, and enclose you copy of a letter from our correspondent in Canada, who appear to think that the vessel has been lost. We also received a letter from Mr. Jack to-day, saying that he would again advise you after
164 making inquiries. We will, of course, free the iron from dock restraint; but we again repeat that we cannot take any responsibility in the mntter, as we acted hitherto only as we thought best to secure absent friends from loss.

We are, dear sirs, yours truly,
H. ROGERS, SON & CO., *P. W. D.*

6.

WOLVERHAMPTON, 22*d March*, 1867.

Messrs. Willans & Co., Cardiff.

DEAR SIRS: The total invoice "Maggie Hammond" value of pig-iron we shipped was £189 19 11. We givethis without prejudice to

any claim our correspondents may make, and, as before stated, decline all responsibility in the matter.

Dear sirs, y'rs truly,

HENRY ROGERS, SON & CO.

7.

WOLVERHAMPTON, *March* 30, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We received your telegram, but did not reply by wire, as our Mr. Twentyman who had this matter in hand is absent, and will not return until Monday evening. We have sent him by telegram your message, but we think it doubtful if he receive it
165 [it] in time to write you to-night, as he is some little distance from a station.

We are, sir, yours truly,

HENRY ROGERS, SON & CO.

8.

WOLVERHAMPTON, *April* 6, 1867.

Mr. Willans & Co., Cardiff:

DEAR SIRS: We have given instruction to Mr. Bacheler, Brother, to allow the pig iron to be shipped to Montreal on being assured it will be consigned to the parties named in the bills of lading per Maggie Hammond.

We are, dear sir, yours truly,

HENRY ROGERS, SONS & CO.

9.

WOLVERHAMPTON, 9 *April*, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We are favored with yours of 8th, and beg to refer you to the solicitors employed on our behalf by Messrs. Bachelor Bros.

Dear sirs, yours truly,

HENRY ROGERS, SONS & CO.

10.

WOLVERHAMPTON, 10*th April*, 1867.

166 Messrs. Willans & Co., Cardiff:

DEAR SIRS: "Maggie Hammond;" we are favored with yours of 18th, and on same day a letter from us crossed, addressed to Mr. Bacheler, Newport, explaining that u'writers approved the "Royal Charlie;" so that all that remains now is for you to agree to deliver us B. L., favor our consignees, and the stop shall [shall] be removed; but we should not dream of allowing you to stop the

iron to your consignees or agents. You are perhaps aware that owner had to give bond to obtain release of Maggie Hammond arrested at Baltimore, and that consequently if further obstacles are placed in the way, very heavy damages will be incurred.

We are, dear sirs, yours truly,

HENRY ROGERS, SONS & CO.

11.

WOLVERHAMPTON, 23 *April*, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We are favored with yours of yes'day. You can hardly suppose that we should allow the iron to be shipped unless we obtained the B. L., especially after our experience in matter of Maggie Hammond. We have no objection to a clause that cargo in B. & L., per Royal Charlie, is identical with that per Maggie Hammond. This will quite meet your objection, and unless you
167 now determine to complete contract, we shall advise consignees to enforce the payment of bond.

Dear sirs, yours truly,

HENRY ROGERS, SON & CO.

12.—*Memorandum from Henry Rogers, Sons & Co.*

WOLVERHAMPTON, *April* 26, 1867.

To Mr. Willans & Co., Cardiff:

Mr. Twentyman, who has the sole management of the Maggie Hammond, is away; your letter we forward to him, and he will reply to-morrow.

13.

WOLVERHAMPTON, 29 *April*, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIR: In further reference to writer's note of 27th, we have consulted our local solicitor, who agrees with us that as your clause is slightly ambiguous we should insist on the addition named in writer's note; and as it does not in any way commit you or owners, there cannot be any ground for objection. We do sincerely trust that this unlucky business is at last settled. Of course the B. L. will be made out in our name, and the original consignees of Maggie H.'s cargo.

On learning you agree we will at once telegraph to re-
168 move stop.

We are, dear sir, yours truly,

HENRY ROGERS, SON & CO.

14.

WOLVERHAMPTON, *May* 13, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: Please let us have bills of lading for the iron now on the Royal Charlie, by return of mail, that we may arrange to forward them by Thursday's steamship.

We are yours truly,

HENRY ROGERS, SON & CO.

15.

WOLVERHAMPTON, *May* 24, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: We have received your [your] favor of the 22nd, with B. L., per Royal Charlie, for which we thank you, and will attend to the transfer of policy.

We are, dear sirs, yours truly,

HENRY ROGERS, SONS & CO.

16.

British and Irish Magnetic Telegraph Company, limited, in connection with the Submarine and London District Telegraph
169 Companies, Cardiff:

CARDIFF STATION.

Received the following message the 20 day of April, 1867.

From.	To.
Name, Henry Rogers, Son & Co.; address, Wolverhampton.	Name, Willans & Co.; address, Bute D. K's, Cardiff.

We wrote Mr. George Bacheler, of New Port, on the eighteenths.

Correspondence between Willans & Co., Cardiff, and Amasa Durkee, Yarmouth, N. S.

17.

CARDIFF, 29 *Sept.*, 1865.

Amasa Durkee, esq'r, Yarmouth, N. S.:

DEAR SIRS: You will doubtless have heard from Capt. Crosby, that we had the pleasure of chartering the "Mary Durkee," and that since then the "Maggie Hammond" has put back, and we have also her business, and we trust the finale of which will be satisfactory to you. Capt. C. and Capt. Anderson will give you all particulars; we need not, therefore, enlarge.

Yours, very truly,

(S'd) WILLANS & CO.

18.

CARDIFF, 27 *October*, 1866.

Amasa Durkee, esq'r, Yarmouth, N. S.:

170 DEAR SIR: Referring to our last respects in which we informed you that the copper per "Maggie Hammond" was condemned, we now have to say that the vessel has been placed in dry-dock and stripped, and we hope will get out again shortly. It is not Capt. Anderson's intention to recopper, as he does not think it advisable, considering she is iron-fastened and not sheathed. We have been in communication with Messrs. Singleton, Dunn & Co. about the cargo, as we informed you in our last, but nothing definite is arranged. They say the shippers will only take it off our hands by allowing them £100 or £150 for so doing. This is so absurd that we have written them that considering they will doubtless save 5s.*a*6s. fr't in the spring, we decline to entertain any such idea; and if not settled when ship is disch'd, we shall charter her a short voyage and for her to be in time to take the iron. To this we await their reply, and may be able to name the result in this. We are in hopes that the old copper will pay for the caulking of the vessel, but if not we shall be able to make arrangements, no doubt.

We are, dear sirs, yours very truly,

(S'd) WILLANS & CO.

19.

CARDIFF, 24 *November*, 1866.

Amasa Durkee, esq., Yarmouth, N. S.:

171 DEAR SIR: Your esteemed favor of came duly to hand, and contents duly noted. We are pleased to inform you that the "Maggie Hammond" sailed on Thursday, and we hope will have a good run across. It is a pity that we did not know that the vessel was insured when she arrived, because, altho' we could not have saved much, yet we should have gone differently to work, and the result would have been more satisfactory to all parties. As it was, we had several surveys, and put the vessel on the gridiron to try and avoid stripping, but we could not do so.

Your remarks about Singleton are correct. He certainly does not aid us, but rather puts obstacles in the way. As soon as we know to whom the iron belongs ———, and after despatching the Maggie H., our Mr. Willans went to Wolverhampton, and found Messrs. Rogers & Sons a little crusty at first, as Mr. S. had not communicated any of our purposes to them. After a short conversation they became reasonable, and no doubt all will be satisfactory arranged, and we hope to have a telegram from them to-day, the purport of which we will include in this. Meantime, as we do not what may be done, we think if the freights are equally as good for the Bristol channel, that it would be best to charter the George Durkee; and if other arrange-

ments are made, or the Maggie Hammond can get back, we can easily find a freight for the George. At present we could get 22‖6, perhaps 25*s.* for Halifax; and if you charter her, it would be
172 well when you advise her sailing, to give us authority, if not wanted for the pig iron, to charter, if required, because early in the year the Halifax fr't will be ———. There are only 900 tons in the market at present.

You may rely upon our doing our best for you as we should do for ourselves.

We have just received a letter from Messrs. Rogers & Sons; but as we shall have more correspondence before every thing is settled, we think it best not to say anything till the matter is finally arranged.

We are, dear sir, yours, very truly,

(S'd) WILLANS & CO.

20.

CARDIFF, 8 *December*, 1866.

Amasa Durkee, esq., Yarmouth, N. S.:

DEAR SIR: Your favor of 17th ult. came duly to hand, and in reply we beg to say that had we known it was your wish that the "Maggie Hammond" should be re-coppered, we would have arranged to have had it done; but it is now too late. As we informed you in our last, we have booked her for copper, and yesterday the price went down ½ per lb., so that we hope by the time she returns there will be a sufficient reduction to pay for any loss that may have arisen now.

We have not arranged the matter of the cargo of pig iron, as Messrs. H. Rogers & Sons are not inclined to meet us as we think they ought, and no doubt our Glasgow friend has not helped
173 us in any way. We had a note from Mr. Rogers yesterday, stating he would be in Cardiff in a day or two, and would call upon us. We shall not give up the iron if we can help it, because, as you observe, we shall not be able to get such a freight for Montreal in the spring. We hope the "M. H." will be back in time, and thus save any dispute that may arise.

We are glad you mentioned in your last about average being made up in Montreal. We were about getting it done here, but we write Messrs. H. Chapman & Co. on the subject by to-day's post.

We enclose copy of letter just received from Messrs. Rogers & Sons, and awaiting your next letter.

We remain, dear sir, yours, faithfully,

(S'd) WILLANS & CO.

21.

CARDIFF, 19 *January*, 1867.

Amasa Durkee, esq., Yarmouth, N. S.:

DEAR SIR: Your est'd favor of 28 ult. came duly to hand, and contents noted.

In your letter you say you wish us to make out the papers, so that you will have no trouble to recover the general average. We presume you mean on the cargo, as the ship being [being] insured for total loss, only subject to general average, we presume to mean that there is no general average on the ship, except what the
174 cargo contributed; but should there have been any loss on the cargo more than the ship, your underwriters would have made it good. Are we right in this construction?

Believe us, very truly, yours,

(S'd) WILLANS & CO.

22.

CARDIFF, 2 *March*, 1867.

Amasa Durkee, esq., Yarmouth, N. S.:

DEAR SIR: Your est. favor of 8 ulto. came to hand last mail, and we note your remarks. We have seen the arrival of the "Maggie H." gazetted, of which we were glad, and hope she will make a good run back again, though she will be too late for the iron; and as the u'w. will not accept the G. D., it will be necessary to get another vessel at once, which we are trying to do, and hope to succeed.

Very truly, yours,

(S'd) WILLANS & CO.

23.

CARDIFF, 16 *March*, 1867.

Amasa Durkee, esq., Yarmouth, N. S.:

DEAR SIR: Your favor from St. John was duly received; but prior to its receipt we had a telegram from Baltimore, and which we think was not necessary, as we are doing all we can to get the iron
175 away, and are at present in treaty with 2 steamers, and hope to get one; but we have to contend with our Glasgow friend indirectly. You may rely upon nothing being wanted on our part to get the iron off, but we cannot yet succeed. We note your remarks about the Merchant, which shall have our best attention, and we were pleased to see you meet them on such good grounds, as their intention are anything but right, we think.

Hoping to advise you next mail all is in order, we are, dear sir,

Yours, truly,

(S'd) WILLANS & CO.

24.

CARDIFF, 30 *March*, 1867.

Amasa Durkee, esq., Yarmouth, N. S.:

DEAR SIR: We regret up to the present we have not yet got the "Maggie Hammond's" cargo away; but we have to-day a vessel offered, and hope to get 350 tons away next week, and the balance we will either send to Montreal or Quebec, without delay.

Yours, very truly,

(S'd) WILLANS & CO.

25.

CARDIFF, 13 *April*, 1867.

Amasa Durkee, esq., Yarmouth, N. S.:

176 DEAR SIR: Yours of the 16 ult. came duly to hand, and no one more regrets the M. H.'s affair than we do; but with regard to Messrs. Rogers & Son, we saw them immediately we knew they were the parties concerned. Since we wrote you they have refused to allow us to ship part of the iron, say 350 tons, and the embargo is still on the iron. Messrs. Rogers & Sons' solicitor and ours met at our office yesterday, and we hope they will arrange to let it go forward; but we think their refusing to do so will help your case.

We offer the "George Arkell" to take the lot this week; but u'w. object to her class, though we agree to pay difference in insurance.

Capt. Crosby is bound to Montreal, and will, therefore, be of service there; and in the meantime we will do all we can this side to serve you and protect your interest.

Very truly, yours,

(S'd) WILLANS & CO.

26.

CARDIFF, 6 *May*, 1867.

Amasa Durkee, esq., Yarmouth, N. S.:

DEAR SIR: Your favor of 19th ult. came to hand to-night.

It is now arranged that the "Royal Charlie" should take the cargo forward, and we hope you will not be subjected to the expenses you anticipate. At all events we have done our best to secure a ship, and the writer went to L'pool, London and Havre, but failed.

Yours, truly,

(S'd) WILLANS & CO.

177 27.

CARDIFF, 23 *May*, 1867.

Amasa Durkee, esqr., Yarmouth, N. S.:

DEAR SIR: Yours of 3rd inst. come duly to hand, and you will have received ours ere this, informing you of the refusal to allow the 350

tons to be shipped, and subsequently that the "Royal Charlie" is taking the iron, which is now all on board, and she leaves as soon as the tides will allow. You may depend upon our making the most of the stoppage clause, which was only finally removed about a fortnight ago. Now that the iron is off we shall get all the documents ready for Messrs. Yates, and trust the end will be more satisfactory than the beginning.

Your remark about there being any amount of tonnage in Cardiff is quite incorrect, and it is now we have no seeking ship here, and we will endeavor to get a document to that effect.

We enclose you copy of "R. C.'s" B. L., the clause had to before the ship was removed; but our lawyers say it is perfectly safe.

We are, dear sirs, yours, truly,

(S'd) WILLANS & CO.

28.

CARDIFF, *Sept. 25th*, 1866.

178 This is to certify that we, the undersigned, at the request of Captain Anderson, of the barque "Maggie Hammond," of Yarmouth, Nova Scotia, five hundred and twenty-two tons register, loaded with pig iron from Ardrossan for Montreal, and now lying Milford Haven. On arriving on board found the ship had two strakes list to starboard. Sounded the well, and after waiting one hour found the ship was making three inches of water per hour. On examining the hull found the topsides, waterways and deck seams much strained, and oakum started in several parts fore and aft. Much of running gear cut and chafed; also the lanyards. Found that two upper topsails entirely cut from the yards, and main lower topsail and foresail blown in pieces, and topgallant. On going to the hold found the cargo had shifted, and all the stanchions worked adrift, and as far as we could see in the lower hold the cargo had fetched way. We, therefore, recommend the ship being taken to the nearest port for the landing and housing of cargo, which we presume Cardiff the best and most easy of access, and recommend the ship to be towed to that port.

Given under our hands this 25th day of Sept., 1866.

W. Y. EDWARDS,
Surveyor of Shipping.
JAMES FRASER,
Dep. Dockmaster, late Shipmaster.

29.

CARDIFF, *October 2nd*, 1866.

179 This is to certify we, the undersigned, have this day repaired on board the "Maggie Hammond," in the East Bute dock, and after carefully going through the hold, as far as practicable, find that the upper part of the cargo is all or more adrift from former position.

We therefore recommend the ship being discharged of all the cargo between decks for further survey of the lower hold.

Given under our hands at Cardiff this 2nd Oct., 1866.

W. Y. EDWARDS,
Surveyor of Shipping.
JAMES FRASER,
Dep'y Docmaster.
HENRY HAYES,
Surveyor of Shipping.

30.

CARDIFF, *October 6th*, 1866.

This is to certify, the undersigned have again this day proceeded on board the "Maggie Hammond," in the East Bute dock, and find the between decks discharged according to our recommendation in our former survey of 2nd inst.; on further examination we find the whole of the cargo must be discharged to anable the ship to go into dry dock, as she still continues to make water, and we think it requisite to see her bottom, if not dry dock the gridiron.

Given under our hands this 6th October, 1866.

W. Y. EDWARDS,
Surveyor of Shipping.
180 JAMES FRASER,
Dep'y Dockmaster, late Shipmaster.
HENRY HAYNES,
Surveyor of Shipping.

31.

CARDIFF, *Oct. 13th*, 1866.

This is to certify that we, the undersigned, have this day attended on the gridiron to examine the bottom of the barque, "Maggie Hammond" of Yarmouth, N. S. On the ship being dry we found the sheets of metal on the sides much strained and nails drawn out. On repairing under the bottom we find several sheets off, and the planks marked as if the ship had been in contact with some unknown substance, which has also marked the keel. We therefore recommend the ship being placed in graving dock, and stripped and caulked from keel to combings.

Given under our hands this 13th October, 1866.

W. Y. EDWARDS,
Surveyor of Shipping.
HENRY HAYNES,
Surveyor of Shipping.
JAMES FRASER,
Dep. Dockmaster.

Fees £3. 3. 0.

32.

CARDIFF, *October 26th*, 1866.

181 This is to certify that we have again this day proceeded to the barque Maggie Hammond, now in Messrs. Hills & Sons' graving docks, as recommended in our former survey; while on the gridiron examination we find the whole of metal stripped off and several of the iron bolts started of the bilges for our inspection, which we find in good condition, and also the butt bolts, so far as we removed the plugs and backed out the bolts. We recommended new bolts to be driven in place of the bolts now started and plugged over as before; likewise the ship caulked from keel to masts, and in our opinion ought to be remetalled.

Given under our hands this 26 day of October, 1866.

W. Y. EDWARDS,
Surveyor of Shipping.
JAMES FRASER,
Dep. Dockmaster.
HENRY HAYNES,
Surveyor of Shipping.

33.

CARDIFF, *November 3d*, 1866.

This to certify that we, the undersigned, at the request of Captain Anderson, of the barque Maggie Hammond, lying in Messrs. Hill & Sons' graving dock, East Bute dock, proceeded to the ship and carefully examined her bottom, and found all that we had recommended in our former survey done to our satisfaction, with the exception
182 being remetalled. We are therefore of opinion the ship is now in an efficient and seaworthy state to proceed on her intended voyage.

Given under our hand this 3d day of November, 1866.

W. Y. EDWARDS,
Surveyor of Shipping.
JAMES FRASER,
Dep. Dockmaster.
HENRY HAYNES,
Surveyor of Shipping.

Fees, £3. 3. 0.

34.

112 WEST GEORGE STREET, GLASGOW,
20th Feb'y, 1867.

Messrs. Willans & Co., ship agents, Cardiff:

DEAR SIRS: Messrs. Henry Rogers, Sons & Co., Wolverhampton, have just written me regarding the "Maggie Hammond," and enclosing copy of your letter to them there direct. I brought your letter

before the underwriters, and now enclose their reply, to which I ask your attention.

I am, dear sirs, yours respect'y,

ALEX. JACK.

Copy letter enclosed.

35.

112 WEST GEORGE STREET, GLASGOW,
March 19th, 1867.

Messrs. Willans & Co. :

GENT'N : I have been expecting to hear from you that
183 you have engaged a good vessel to take the Maggie Hammond's cargo from Cardiff to Montreal. The season is now advancing and the iron should be dispatched immediately. I think you understand the vessel must be approved by the underwriters.

Yours, truly,

ALEX. JACK.

36.

112 GEORGE STREET, GLASGOW,
7th April, 1867.

Messrs. Willans & Co., Cardiff:

GENT'N: I wrote Messrs. Rogers on Saturday, asking their advice as to shipping the "Maggie Hammond's" cargo or part of it by the "Courrier," and I expect their answer to-morrow ; pending this enquiry the insurance agents here will do nothing; as the underwriters are in Liverpool, and it is only labour thrown away to annoy them, and find afterwards the Messrs. Rogers object to dividing the cargo.

My opinion is, after weighing the contents of your letter, to hand this morning, first that the shippers will insist on the cargo going complete in one vessel; but supposing they do not, then secondly, the u'writers will object to the small size of vessel, and even if they did not they certainly would never allow her to take 360 or 380 tons.

Here we never ship register tonnage, and one-third dead
184 weight, which would make 280 tons only; anything over this, is sure to effect the insurance.

I enclose copy telegrams exchanged, and will advise you further as I am instructed.

Yours, truly,

ALEX. JACK.

37.

112 WEST GEORGE STREET, GLASGOW,
11*th April*, 1867.

Messrs. Willans & Co., Cardiff:

DEAR SIRS: I have your favor of 9th inst. The Liverpool underwriters again object to the vessel "George Arkell;" they say she is quite unsuitable for a cargo of 700 tons pig iron, and therefore will not discuss the question of extra premium; all they ask is a vessel of a class equal to the "Maggie Hammond," to which they would transfer the risk without extra.

Yours, truly,

ALEX. JACK.

38.

From Alexander Jack, 112 West George street, Glasgow, to Mess. Willans & Co., Cardiff, 19 April, 1867.

D'R SIRS: Favor of 17th. The underwriters are willing to transfer risk from "Maggie Hammond" to Royal Charlie.

Yours, truly,

ALEX'R JACK.

185 39.

CARDIFF, 21 *February*, 1867.

Alex'r Jack, Esq., Glasgow:

DEAR SIR: We are in receipt of your favor of y'day, with copy of letter underwriters of "Maggie Hammond," and regret they object to the "George Durkee" as a substitute for her. This vessel was specially adapted for pig-iron freights, and to all probability will load a cargo of this nature from Ardrossan. We had hoped that the season, as compared with that when the M. H. was chartered, would compensate for diff'ce of class, and satisfy u'writers.

It would please us if they would reconsider the matter. As it is, we are looking out for another ship.

And are, dear sir, yours, truly,
(S'd)

WILLANS & CO.,
Per H'Y HANCOCK.

40.

CARDIFF, 20 *March*, 1867.

Alex. Jack, Esq., Glasgow:

DEAR SIR: In reply to your favor of y'day respecting "Maggie Hammond's" cargo, we beg to say that we are daily expecting a suitable vessel, but the prevalence of easterly winds has kept her

186 back. We apprehend that the underwriters will approve of any first-class vessel. We will write you again shortly, and meantime

We are, dear sir, yours, truly,

(S'd) WILLANS & CO.

41.

CARDIFF, 30 *March*, 1867.

Alexander Jack, Esq., Glasgow:

DEAR SIR: We this morning wired you: "Have taken Courier for portion Montreal iron; arrange to transfer policy, and wire immediately that all is in order." And are in receipt of your reply: "Cannot fix without consent of shippers and underwriters; send particulars of Courier and quantity she takes; don't know this."

This vessel is No. 926 English Lloyds, 65, and is A 1. She is 210 register, and is owned by D. Price, Newport, and we have fixed her to carry 350 to 380 tons, and we have written to Messrs. Rogers & Co. on the subject, so we trust that you will arrange matters satisfactorily with the underwriters; and please telegraph us as early as possible on Monday that all is in order. Don't fail to wire, in any case.

Yours, faithfully,

(S'd) WILLANS & CO.,
Per H. E. THOMAS.

42.

187 CARDIFF, 1*st April*, 1867.

Alex'r Jack, Esq., West George st., Glasgow:

DEAR SIR: We are surprised at not receiving a telegram from you this morning respecting the Courier, and have just wired you again on the subject.

We cannot understand the obstacles put in the way by some one, as the George Durkee was refused because not first-class, is at once taken to carry a similar cargo, and now that we have taken up a first-class vessel, there is some demur. Please see that this is arranged, as we have had quite enough trouble with the iron, and can only you that the vessel is prepared to take 350 tons of iron.

We are, dear sir, yours truly,

(S'd) WILLANS & CO.

Your telegram to hand, and we are surprised at its tenor. The ship being first class, in all respects, we can conceive no reason why shippers or underwriters should object.

43.

CARDIFF, 2 *April*, 1867.

Alex'r Jack, Esq., Glasgow:

DEAR SIRS: Your favor of yesterday is to hand, and we regret its contents are so much against taking a first-class ship for part
188 the M. H.'s cargo. The quantity could easily be arranged; and she has, as we informed you, had 400 tons on board several times. However, after receipt of yours, we have stopped her coming, though we cannot be held responsible.

We are, dear sirs, yours, truly,

(S'd) WILLANS & CO.

44.

CARDIFF, 8 *April*, 1867.

Alex'r Jack, Esq., Glasgow:

DEAR SIR: We have the George Arkell, just classed A. E. I., for 5 years, offered to take the lot of iron for Montreal, and we wish you to telegraph us to-morrow if underwriters will transfer policy to her; and if they do so, we will at once have the iron shipped. This is the third vessel we have had in hand, and we hope she will not be refused. If there should be any objection to the class, let us know the difference in the insurance.

Yours, truly,

(S d) WILLANS & CO.

45.

CARDIFF, 9 *April*, 1867.

A. Jack, Esq., Glasgow:

DEAR SIR: Your telegram to hand: "Underwriters are in L'pool; can only be consulted by letter; will let you know their reply as
189 to George Arkell." We wait your further advice, but must be sure as to whether owners will allow the matter to remain over until then, as we have not seen them since yours came to hand.

Yours, faithfully,

(S'd) WILLANS & CO.,
Per H. E. THOMAS.

46.

CARDIFF, 17 *April*, 1867.

Alex'r Jack, Esq'r, Glasgow:

DEAR SIR: We have an offer of the "Royal Charlie," 1st-class ship, to take on the 700 tons of pig iron, "Maggie Hammond's" cargo, filling up with cargo from another house, and possibly we may wire you that this is done before this reaches you. As this is a first-class ship, and unexceptional in every way, and we apprehend the underwriters will make no objection or raise any obstacle in this case.

We are, dear sir, yours, faithfully,

(S'd) WILLANS & CO.

47.

CARDIFF, 20 *April*, 1867.

Alexander Jack, Esq., Glasgow:

DEAR SIR: We are glad to note, by your favor of yesterday,
190 that the underwriters are willing to transfer the risk from the "Maggie Hammond" to the "Royal Charlie."

The chartering of this latter vessel is now in process; as soon as complete, we will wire you to that effect, and will then thank you to let us have a certificate of the transfer of the policy.

Yours, faithfully,

(S'd) WILLANS & CO.

48.

"Maggie Hammond."

The company, although not bound to continue the risk, will do so, by an approved vessel. They will not take the "George Durkee;" she is a very inferior vessel, and they think not at all adapted for a cargo of pig iron. Before, therefore, your friends accept of a vessel, be kind enough to let us have her name, so that the underwriters may approve of her.

The company instruct us, at the same time, to protest against any expense incurred for warehouse rent and other incidental expenses attendant upon the storage of the iron at Cardiff, from the time the "Maggie Hammond" was in a fit condition to receive on board the iron there; such charges they will not contribute to, and we beg that you will notify your friends accordingly.

Copy letter from u'writers to insurance agents in re "Maggie Hammond."

20th Feb'y, 1867.

49.

191 British and Irish Magnetic Telegraph Company limited, in connection with the Sub marine and London District Telegraph companies.

Station.

Received the following message the 21 day of Nov'r, 1866:

From—	To—
Name, Jack.	Name, H'y Rogers, Sons & Co.
Address, Glasgow.	Address.

Maggie Hammond, loaded for Baltimore, sails in two hours; should be arrested; try and take legal action direct with Cardiff.

50.

112 WEST GEORGE STREET,
Glasgow, Nov. 22d, 1866.

Messrs. Henry Rogers, Sons & Co, Wolverhampton:

DEAR SIRS: Vessel sailed this morning from Cardiff. The shipp'g agent here had always a hope that we would come to a compromise, and assured me the vessel would not think of leaving without first coming to some arrangement; he has, however, been deceived, and was ignorant of her loading at all until I showed him the telegram. I had no correspondent in Cardiff whom I could ask gratuitously to watch the Maggie Hammond, and I did not think it necessary,
192 or that I was warranted in incurring expense. As explained, the owner is in "Nova Scotia;" but the "Royal Charlie," now loading at Liverpool, belongs to him, and the captain is his son-in-law, and the party who offered £75 to get released. This vessel, if in Scotland, we could arrest, but I am afraid it cannot be done in England. At any rate, this man should be seen, and get his intentions, with any security the law will help you to. The position of the iron at Cardiff must also be seen to, in case it is not securely stored.

I am yours, truly,

ALEX. JACK.

Correspondence between Willans & Co., Cardiff, and Henry Rogers & Sons, Wolverhampton.

51.

CARDIFF, 24 *November*, 1866.

Messrs. Henry Rogers & Sons, Wolverhampton:

DEAR SIRS: Your est'd favor is to hand, and the writer regrets your Mr. R. was not present when he was at Wolverhampton; had he been there, he would have heard that the reason you were not communicated with prior to the "M. H.'s" sailing was because we only this week received a letter from the owner informing us you were the owners of the cargo. We cannot get our friends to pay what you name; but we shall be glad if you give us the time to inquire, and no doubt should succeed in getting a purchaser for you; but if you must have a definite reply, we can only say, that the owner is anxious to settle the matter amicably and to the satisfaction of all parties; but if we
193 cannot arrange to release the vessel from her engagement, the owners are prepared to carry it out, either by the Maggie Hammond or another vessel. Of course, if the M. H. should fail, it would not affect you in the least, as we could, if one of the owner's other vessels was not here, charter a vessel to convey the iron to its destination; but, as we said to your partner, the owner will at once charter another of his ships for this channel, and keep her here to take out the cargo in the spring, which will, we think, convince you that he

is only actuated by an honest motive and a wish to do right. If we can, however, meet you in this matter, in any way, we shall be glad.

We are, dear sir, yours truly,

(S'd) WILLANS & CO.

52.

CARDIFF, 4 *December*, 1866.

Messrs. Henry Rogers & Sons, Wolverhampton:

GENTLEMEN: We wrote you on the 24th ulto. respecting the Maggie Hammond, but we have not had the pleasure of a reply. We have, however, heard that the dock authorities have been notified not to allow the iron to be moved. This we think was not necessary, and we fear looks as if you were not desirous of arranging matters. As the affair is now we can only say that as soon as the navigation will allow we shall be prepared to take the iron to its destination, as per the original contract, and in the mean time we shall be glad to know whether the iron is insured in Montreal or London, that we
194 may know where to send the average papers. Trusting this unfortunate affair will have a satisfactory termination,

We are gentlemen, yours obediently,

(S'd) WILLANS & CO.

53.

CARDIFF, 8*th December*, 1866.

Messrs. Henry Rogers & Sons, Wolverhampton:

DEAR SIRS: We have your esteemed favor of 6th instant to-day, and regret we shall not have the pleasure of seeing your Mr. Rogers at this time, but we hope at some future time to have that pleasure. We do not think the underwriters will be soroy to take a spring risk instead of a fall across the Atlantic, and therefore do not apprehend any difficulty, and we can only say, it is the intention of the owners to carry out the original contract, and for the above reason we do not expect to have any additional insurance, but if any difference the rate ought to be reduced. What kind of a guarantee would you require ?

Yours truly,

S'd WILLANS & CO.

54.

CARDIFF, 12 *Dec'r*, 1866.

Messrs. Henry Rogers & Sons, Wolverhampton:

195 DEAR SIRS: We have your favor of y'day, and in reply we can only say, that on behalf of the owners of the Maggie Hammond, we will undertake that the iron shall be sent forward immedi-

ately the navigation will allow, (say to sail hence in April or as customary,) either by the Maggie Hammond or some other good vessel, and we trust this will meet your approval.

Yours truly,

(S'd) WILLANS & CO.

55.

CARDIFF, 31 *January*, 1867.

Messrs. Henry Rogers & Sons, Wolverhampton:

DEAR SIRS: Your favor of yesterday is to hand, and in reply we beg to say that on Monday last we had a letter from the owner of the Maggie Hammond, and the following we now extract therefrom:

"I have written to captain to charter back if possible to Bristol channel, and if not, to some handy Irish port, and to spare no pains to try and get back to take the iron. I will write you as soon as I hear of her arrival." And we hope that all will yet be satisfactory. You may rest assured that the owner and all concerned are anxious to serve you, and to show you that the owner is no so indifferent as you first imagined, we have letters every mail on the subject.

Yours truly,

(S'd) WILLANS & CO.

196 56.

2,195. 15*th February*, 1867.

Messrs. H. Rogers, Sons & Co., Wolverhampton:

DEAR SIRS: Referring to our last respects, we have to advise you that we have another letter from the owners of the "Maggie Hammond" this mail, in which he fears she will not be able to get back in time, in consequence of ice at Baltimore, to take the cargo away with the first fleet, as we have undertaken to do, but the "George Durkee" is now at Dublin waiting our instructions, and the present is to ask if you or your underwriters have any objections to the cargo being shipped by her, and if not, we will order her round at once, and let her wait until first of April; but should there be any objections we will at once find another vessel, as we are anxious the matter should end satisfactorily, and your not being consulted before is only attributable to our ignorance of the proper party to whom to apply, and immediately we ascertained the writer came on at once. Your early reply will oblige.

Very truly yours.

(Signed) WILLANS & CO

57.

CARDIFF, 18 *February*, 1867.

Messrs. Henry Rogers, Son & Co., Wolverhampton:

DEAR SIRS: We have your favor of Saturday, and now await
197 your agent's reply, as we wish to decide something about the "George Durkee." We do not wish you to accept any more responsibility than falls to you, but as we before informed, we wish these matters to be properly arranged, and to the satisfaction of all parties.

We are, dear sir, yours truly,

(S'd) WILLANS & CO.

Of course having requested the dock comp'y to hold the iron, it will be necessary for you to remove the stoppage before it can be reshipped, and before we should be justified in ordering the vessel round here.

58.

CARDIFF, 21*st February*, 1867.

Messrs. Henry Rogers & Sons, Wolverhampton:

DEAR SIRS: Your est'd favour of 19 inst. is to hand, and we note its remarks, and also those of the inclusive from Montreal. We cannot yet give the "M. H." up as lost, as vessels which sailed just before her are only reported last mail; however, even now she would be too late, and it is necessary to arrange, as your friends observe, that no delay may ensure, and we hope Mr. Jack (from whom we have not yet heard anything) will write us without delay, as we must decide something about the "G. Durkee." Please urge Mr. J. to act with promptitude in this, as we think the difference in the season will more than compensate for difference in class, if any.

Yours truly,

(S'd) WILLANS & CO.

198 59.

CARDIFF, 28 *February*, 1867.

Messrs. H'y Rogers & Sons, Wolverhampton:

DEAR SIRS: By yesterday's mail we learn that "Maggie Hammond" has arrived out all right.

We regret the underwriters would not agree for the George Durkee to take the cargo, as she is very good vessel, built especially for the pig-iron trade. We are looking for another vessel, and are, dear sirs,

Yours truly,

(S'd) WILLANS & CO.

60.

CARDIFF, 20 *March*, 1867.

Messrs. H'y Rogers, Sons & Co., Wolverhampton:

DEAR SIRS: We fully expected to advise you of having taken up a ship for "Maggie Hammond's" cargo, but the easterly wind has kept the ship back; she will, however, we hope, be up in time.

We had an enquiry to purchase last night, and shall be glad if you will telagraph us the lowest figure at which we will dispose of the cargo, of course, with the understanding that the general average is paid by you.

Yours truly,

(S'd) WILLANS & CO.

199

61.

CARDIFF, 30 *March*, 1867.

Messrs. H'y Rogers, Son & Co., Wolverhampton:

DEAR SIR: Having to-day taken up a ship to take a portion of the 700 tons of pig iron for Montreal, which was intended for the "Maggie Hammond," we this morning wired you: "Please have your letter through Ingleden & Ince, respecting pig iron withdrawn, as we wish to ship it; telegraph reply paid." To this we are without any reply up to 3 p. m., and wait your letter on Monday morning. If you have not already written on receipt of this, please wire us early on Monday morning, to save time, and oblige, dear sirs,

Yours faithfully,

(S'd) WILLANS & CO.,
Per H. E. THOMAS.

62.

CARDIFF, 1 *April*, 1867.

Messrs. Henry Rogers, Sons & Co., Wolverhampton:

DEAR SIRS: We have your favor of Saturday, and note its contents, and expected to hear from your Mr. J. ere this, but up to the present we have no reply except your letter. We hope no delay will enure, as it is now time the iron should be shipped.

200 Yours truly,

(S'd) WILLANS & CO.

63.

CARDIFF, 2 *April*, 1867.

Messrs. H'y Rogers & Sons, Wolverhampton:

DEAR SIRS: We regret you will not agree to the iron per Maggie Hammond being shipped in 2 vessels, as we may not again for some

time meet with a vessel exactly the size, (since you refused the "Geo. Durkee,") but will do our best. We have, however, to notify you that in consequence of the stoppage you put on the iron our endeavors are crippled, and we shall hold you responsible for any delay, as the iron has by bills of lading to be delivered at Montreal, while by your act you prevent us from moving in the matter, because we shall certainly not again take up a ship until we know we can get this iron without difficulty.

Yours truly,

(S'd) WILLANS & CO.

64.

CARDIFF, 8*th April*, 1867.

Messrs. Henry Rogers & Sons, Wolverhampton:

201 DEAR SIRS: Your favor of 6 inst. is to hand, and by which note you have instructed Mr. Batchelor to allow the iron to be shipped to Montreal provided it is consigned to the parties named in M. H. B. L. This we cannot agree to; we have been twice prepared to have the iron shipped, but your stoppage and the u. have prevented our doing so. We have now a third vessel waiting for your decision, and we would at once agree to ship it, consign it to our friend, who would immediately on presentation of the original B. L. and signature to average bond pass the cargo on to the respective consignees, but you the fallacy of sending other B. L. for same cargo to those who already hold them. We trust you will withdraw your condition and allow the iron to go forward, and you will find, if your friends at Montreal are only reasonable, that all will come out right.

Yours truly,

(S'd) WILLANS & CO.

65.

CARDIFF, 18 *April*, 1867.

Messrs. H'y Rogers & Sons, Wolverhampton:

DEAR SIRS: We beg to advise you that we have now the first-class vessel Royal Charlie in treaty for the iron to Montreal, and only waits our reply before coming round; we therefore ask you to have the embargo placed upon the iron at once removed, so that it may be sent on to Montreal without further delay. You cannot, of course, expect the owners of the M. H. to be liable for any detention
202 in the shipment of the iron so long as the embargo remains.

Please wire Mr. Batchelor instructions to remove this obstacle, and oblige, dear sirs, yours truly,

(S'd) WILLANS & CO.

66.

CARDIFF, 20 *April*, 1867.

Messrs. Henry Rogers, Sons & Co., Wolverhampton:

DEAR SIRS; We have your telegram this morning, for which we are obliged; but we have as yet received no communication from Mr. Batchelor, but trust to hear from him to-morrow, that the iron can be shipped, as we are this morning advised the underwriters have agreed to transfer policy.

Yours, faithfully,

(S'd) WILLANS & CO.

67.

CARDIFF, 22 *April*, 1867.

Messrs. H'y Rogers, Sons & Co., Wolverhampton:

DEAR SIRS: Yours of Saturday is to hand. We have also heard from Mr. Batchelor, and, in reply, we beg to say it is impossible for us to give 2 sets of B. L. for the same cargo.

We are quite prepared to carry out the agreement, viz: to carry the iron to Montreal, (dangers of sea, &c., excepted,) and have
203 a ship ready to take it; and if any detention arises it is only on your part, and the owners cannot be responsible.

We are aware the owner has been put to considerable trouble on the other side evidently on the original B. L., and if we were to give others they might get into other hands and cause the owners more inconvenience.

Trusting you will at once relieve the ship, we are, dear sirs, yours truly,

(S'd) WILLANS & CO.

68.

CARDIFF, 25 *April*, 1867.

Messrs. H'y Rogers, Son & Co., Wolverhampton:

DEAR SIRS: Yours of the 23rd inst. came to hand during the writer's absence yesterday, and, in reply, we beg to say that we are prepared on behalf of the owner of the M. H. to carry out the contract, viz: by taking her cargo to Quebec, Montreal and we are willing to sacrifice a little to meet you and prevent further trouble. We therefore think if the following clause is inserted in bills lading it may meet the case: "This bill of lading is in respect of a cargo which was lately shipped on board the M. H., and for which B. L. dated Aug. 23, '66, have been given, and this bill of lading shall be in aid of those of that date, and no one save the holders of these B. L. shall be entitled to require delivery of this cargo, which is subject
204 to a claim for general average contributors, for which a bond shall be given, as usual, before the cargo is discharged.

We presume you will have no objection to the foregoing.

Yours, truly,

(S'd) WILLIANS & CO.

69.

CARDIFF, 1 *May*, 1867.

Messrs. Henry Rogers, Sons & Co., Wolverhampton:

DEAR SIRS: Your esteemed favor of y'day is duly to hand and contents noted. Our principal is absent to-day, but doubtless he will write you on the subject in a post or so.

Yours, faithfully,

(S'd) WILLANS & CO.,
Per H. E. THOMAS.

70.

CARDIFF, 1 *May*, 1867.

Messrs. Henry Rogers, Son, Wolverhampton:

DEAR SIRS: Your favors of ths 27th and 29th ult. came duly to hand, and, in reply, we beg to say that we cannot see why you should wish the clause mentioned therein inserted in the B. L., as the owners do not admit any claim of the consignee; however, as that is the only condition on which you will remove the stop, and as we, on behalf of the owners, are anxious to get the cargo
205 to Montreal, we agree to insert the clause with the following condition, "no claim being admitted by the owners," to which you cannot object, and the endorsement on B. L. will then be as annexed. We will thank you to telegraph on receipt of this, and have the stops removed, so that there shall be no delay in the shipment.

We remain, dear sirs, yours, faithfully,

(S'd) WILLANS & CO.,
Per H. E. THOMAS.

"This B. L. is in respect of a cargo which was lately shipped on board the M. H., and for which B. L., dated Aug. 23, '66, have been given, and this B. L. shall be in aid of those of that date, and no one save the holders of those B. L. shall be entitled to require delivery of the cargo, which is subject to a claim for general average contribution, for which a bond shall be given, as usual, before the cargo is discharged; this without prejudice to any claim the consignee may have against owners of the 'Maggie Hammond,' no claim being admitted by them."

71.

CARDIFF, 14 *May*, 1867.

Messrs. Henry Rogers, Sons & Co., Wolverhampton:

DEAR SIRS: We have your favor of y'day, and, in reply, beg to say that the iron is not all on board the "R. C." yet; we cannot, therefore, send you B. L., but will do so immediately she has
206 completed her loading.

Yours, truly,

(S'd) WILLANS & CO.

72.

CARDIFF, 22 *May*, 1867.

Messrs. Henry Rogers, Son & Co., Wolverhampton:

DEAR SIRS: Enclosed we beg to hand you B. L. per "Royal Charlie" for the 700 tons of pig iron, and we hope all will now be in order. The vessel will leave as soon as the water will permit, and only takes 500 tons additional cargo. You will please attend to the transfer of the policy from "Maggie Hammond" to the R. C., as arranged.

Yours, truly,

(S'd) WILLANS & CO.

73.

[Copy.]

Know all men by these presents, that on the 9th day of October, in the year one thousand eight hundred and sixty-six, at the town of Cardiff, in the county of Glamorgan, in Great Britain, before me, John Pybus Ingleden, public notary, there appeared, personally, Henry Anderson, master or commander of the the bark or vessel called the Maggie Hammond, of the burthen of 700 tons or thereabouts, belonging to the port of Yarmouth, N. S., to protest for that on the 24th day of August, 1866, this appearer and the rest of the crew of the said vessel, consisting of 12 hands, all told, set sail
207 in and with said vessel, she being laden with a cargo of pig iron, and being tight, staunch, and strong, perfectly seaworthy, and in every respect fit to perform her intended voyage, on a voyage from Ardrossan to Montreal. At noon on the 25th, Rattlin light-house bore W. by N., distant 4 miles, the wind being SW. by W., a fresh breeze. At 10 p. m. Inspahad light-house bore SE. ½ S., distant about 12 miles; they continued their voyage with variable wind and weather, but without any particular occurrance until the 7th September, when, at 8 p. m., the wind being strong from N., increasing, they took in all light sails; at midnight they had strong gales, the wind having changed to south, the sea running very high and making a complete breach over the ship, and the fore top gallant sail and fore and main upper top sails split. At 4 a. m. on the 8th they had the same weather, and the ship was laboring very heavily, commenced to make water; at 8 a. m. they had the same weather; at 11.30 a. m. the ship was taken aback, the wind. which was blowing a complete hurricane, having suddenly shifted to the northward. For the general safety of the ship and cargo it was necessary to cut away the fore sail, lower fore top sail, and upper fore and main top sail, and top gallant sails, with all gear attached, which being done the ship was hove to the wind under lower main top sail, and reefed mizzen stay sail, laboring very heavily and making a great quantity of water, keeping both pumps constantly going. Several very heavy seas struck the vessel whilst hove to, shaking her considerably. At noon they were, by account, in latitude 49° 1'

208 north and in longitude 30° 16′ west. Whilst the vessel was aback the two royals, gaff top sail, main top mast and top gallant stay sails got adrift and blew to ribbons. At 2 p. m. it was blowing a heavy gale of wind from the north, the ship laboring much and leaking badly. At 6 p. m. the weather having no appearance of improvement, the said appearer held a consultation with his officers, and, as the ship was leaking so badly and nearly all the sails gone, it was determined, for the general benefit of all concerned, to bear away for Queenstown or some other port. At 7 p. m. they wore ship with her head to the eastward. At midnight they had the same weather—the hands constantly employed keeping both pumps going. At noon on the 9th the weather was more moderate. During the afternoon they bent and set an old fore sail, main top sail, jib, fore top mast stay sail, main top mast stay sail, mizzen stay sail, and spanker. At 1 p. m. the said appearer called the crew aft and asked whether they would proceed to the westward with the ship, but they replied that, as the ship had not sufficient sails and was leaking so badly, and as they had already been on deck for 36 hours, they were not able to do any more work until they had some rest, and declined to go westward; they continued to go easterly, there being strong westerly winds and heavy seas, causing the vessel to labor heavily—the pumps being constantly going to keep down the water. At noon on the 13th the said appearer went into the hold and found that the stanchions of the cargo had mostly all
209 given away and the iron shifted and mixed. At 4 p. m. on the 16th they made the land bearing N. by W., the wind being N. N. W. At 10 p. m. Saltees light bore E. N. E., distant about 10 miles. At 3 a. m. on the 17th the Smalls light bore E. S. E., and at 10 a. m. they came to an anchor in Milford Haven, the ship making much water. On 18th a survey was held, when the surveyors ordered part of cargo to be discharged and ship placed on the wind, but the said appearer not deeming it safe to place the ship in that position, and after consulting his agent at Cardiff, had another survey on the 25th, when the surveyors finding the ship strained considerably, cargo shifted, and there not being facilities for landing and stowing cargo at Milford, ordered her to be towed to Cardiff, as being the nearest convenient port for all purposes. At 1.30 p. m. on the 27th they hove the anchor up and proceeded towards Cardiff for repairs, being in tow of the Cardiff steam-tug pilot, in consequence of the defective state of the sails, the wind blowing S. S. W. At 9 a. m. on the 28th they anchored in Penarth Roads, and at 2 p. m. on the the ship was taken into Cardiff East Dock, and safely moored. On the said 19th September, the said appearer appeared at the office of Mr. Walter Harris, public notary of Milford, and caused his protest to be duly noted. The said vessel since her arrival in Cardiff has been surveyed and ordered to discharge her cargo, and she appears to be so much injured that she will have to go into dry dock or gridiron for repairs, which being completed, the season will be too far advanced for her to complete the voyage to Montreal before winter.

210 Wherefore the said appearer now solemnly protests against the wind, weather, gales, storms, high seas, accidents and occurrences which arose, happened or occurred during the said voyage, and against all persons whom it doth or may concern, for all loss, costs, charges, damages and expenses incurred, suffered or sustained, or to be incurred, suffered or sustained by reason or in consequence of the premises

HENRY ANDERSON.

In testimony whereof the said appearer hath hereunto set his hand, and I, the said notary, have hereunto set my hand and affixed my seal of office, the day and year first before written.

[L. S.] JOHN P. INGLEDEN,
Public Notary.

We, Henry Anderson aforesaid, William Eadie, chief mate, James Adams, second mate, and John Martin, carpenter, of the said vessel Maggie Hammond, do severally, solemnly and sincerely declare that the contents of the aforegoing protest and of every part thereof are true. And we severally make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an act passed in the 6th year of the reign of his late Majesty, King William the Fourth, entitled "An act to repeal an act of the present session of Parliament intituled 'An act for the more effectual abolition of oaths and affirmations taken and made in various departments of the state, and to substitute declarations in lieu thereof, and for the more entire suppression of voluntary and extra judicial
211 oaths and affidavits, and to make other provisions for the abolition of unnecessary oaths.'"

HENRY ANDERSON.
WILLIAM EADIE.
JAMES ADAMS.
JOHN MARTIN.

Declared by the said appearers, Henry Anderson, William Eadie, James Adams and John Martin, at Cardiff, in the county of Glamorgan, this 9th day of October, 1866, before me.

JOHN P. INGLEDEN,
Public Notary.

74

CARDIFF, 27 *Nov.*, 1866.

To the Proprietors of the East Dock, Cardiff:

GENTLEMEN: We beg to give you notice that the iron lately discharged from the ship Maggie Hammond in your dock and placed on the neighboring wharf is the property of Messrs. Henry Rogers, Son & Co., of Wolverhampton, and they warn you not to part with the same iron to any one, and not to permit or suffer any one other than themselves to deal or interfere with the said iron or any part thereof.

We shall feel obliged if you will acknowledge the receipt of this notice.

212 We are, gentlemen, your obedient servt's,

INGLEDEN & INCE.

75

[Copy.]

CARDIFF, *3rd May*, 1867.

To the Proprietors of the East Dock, Cardiff:

The "Maggie Hammond."

GENTLEMEN: Referring to our letter to you, dated the 27th Nov. last, respecting the cargo of iron discharged from this vessel, we now beg to inform you that all differences as to the right of possession of the said iron have been settled, and the same may be delivered to Messrs. Rogers & Son on their order.

We are, gentlemen, your obedient servants,

INGLEDEW & INCE.

Testimony taken before John Rose and U. F. Gardner, esquires of Montreal, Canada, under a commission dated the 27th day of August, 1867, on the part of libellants.

Henry W. Ireland of the city of Montreal, broker, being first duly sworn, in due form of law:

1st. Please state whether the iron or any part of it, which was shipped on board the "Maggie Hammond" at Ardrossan, Scotland, on our about the 23d August, 1866, for the above-named firms
213 respectively, to be delivered to them in Montreal, has arrived at said city. If yea, when it arrived and by what vessel?

1. To the first interrogatory on the part of libellants, he deposeth and saith: I know that six hundred and fifty tons of the iron in question arrived in Montreal about the twenty-second day of July last. It arrived by the ship Royal Charlie.

2d. Please state whether when said iron arrived at Montreal, if you say it had arrived there, any charges had to be paid by or on behalf of the above named libellants in order to get possession thereof. If yea, state what said charges were and the amount thereof--whether the same were paid under protest or not, or under any, and if any, what agreement between the libellants or their representatives and the owner of the ship "Maggie Hammond" or his representatives; and if any such agreement was made in writing, annex the same or a copy thereof to your answer and explain the necessity or occasion for such agreements.

2. To the second interrogatory on the part of the libellants, he deposeth and saith: I am ignorant of the matters enquired of by this interrogatory.

3rd. Please state the value in Montreal, in United States currency, of the iron belonging to each of said firms respectively, at the time

of its arrival, if you say it has arrived, and what means, if any, were used to ascertain such value.

3. To the third interrogatory on the part of libellants he deposeth and saith: The number 4 Dalmillington "Muirkirk" and "Eglington" iron was placed in my hands as a broker for sale
214 about the time, I think the very day, of its arrival in Montreal. I could not get a single offer for any of these lots, although I went around among the parties in the trade who usually buy that article and tried to effect a sale. I advised that it should be sold by public auction. I wrote and telegraphed to all the principal buyers in the Western States and in Canada West, advising them that the iron was for sale, and that it would be sold by public auction on the first of August then next, if not previously sold. I received answers from those parties saying that the iron was not required. The iron was sold by public auction on the first of August last. The sale was advertised in the newspapers, and also by hand-bills in the usual way. There was a good attendance at the sale; every person in the trade in Montreal was present or represented at the sale, and there were also some spectators present. The account sales now shown to me and marked A, A, contains a true account of the prices at which the iron was sold. The prices obtained represent the full value of the iron. I had several orders to buy small lots at fifteen dollars per ton, in gold; and only one order to buy at the rates realized. Had it not been for the agents of the ship bidding up the iron it would not have brought on an average more than fifteen dollars per ton, in gold. The number 1 Eglington iron was also, on the arrival of the ship "Royal Charlie," placed in my hands as a broker, for sale. It was also included in my advices to distant purchasers, and its sale was advertised in the same way as the other. There was no difficulty in ascertaining the value of number 1 Eglington iron, as it is always readily saleable. I paid
215 the same price for it at the auction sale that I could have bought it for at private sale. It consequently was sold at its full value, in fact for its highest market price at that time. The paper marked B, B, shows the amount for which the iron was sold, reduced into American currency at the rate of the seventh of September instant, namely, gold at 142½ premium. The rate has fluctuated slightly for the past two months.

4. Please state any other fact you may know of importance to the libellants, or to either of said firms?

4. To the fourth interrogatory on the part of the libellants, he deposeth and saith: I know no other facts.

Cross-interrogatories.

First. State whether or not the means used for ascertaining the value of the iron spoken of by you, on its arrival, if you say that any means were adopted, were or were not adopted with the knowledge and consent of the respondent in these cases. If you say that this was done by a sale, say how and by whom said sale was made; whether such sale was of the whole or a part only of the iron, and if

a part state what part. State whether the sale so made was in order to test fairly the value of the whole iron. State whether the iron sold produced its full price, and state also the character and quality of the iron so sold, and how the same compared in value and quality with the iron not sold.

1. To the first cross-interrogatory on the part of the respondent he deposeth and saith: I believe Henry Chapman and Co. were the agents of the respondent, and they were cognizant of the sale and bought a part of the iron thereat. I have already stated all I know in my answer to the interrogatory-in-chief.

216 Second. State fully all your means of knowledge of the matters of which you speak, in answer to the direct interrogatories, and if you refer to written papers or documents annex the same, or copies thereof, to your deposition.

2. To the second cross-interrogatory on the part of the respondents he deposeth and saith: I have already stated all I know.

Third. State any other matter or thing which you may know of importance or advantage to the respondent in the above-mentioned cases, and in reference to the subject-matter thereof, as fully and particularly as if thereunto specially interrogated.

3. To the third cross-interrogatory on the part of the respondent he deposeth and saith: I do not know of any other facts of importance to any of the parties.

H. W. IRELAND.

JOHN ROSE, *Com'r.*
W. F. GAIRDNER, *Com'r.*

Alfred A. Barber, of Montreal, clerk, being also first duly sworn in due form of law.

1st. Please state whether the iron, or any part of it, which was shipped on board the "Maggie Hammond" at Ardrossan, Scotland, on or about the 23d August, 1866, for the above-named firms respectively, to be delivered to them in Montreal, has arrived at said city. If yea, when it arrived and by what vessel?

1. To the first interrogatory on the part of the libellants he deposeth and saith: I know that the iron arrived at Montreal
217 about the twenty-second of July last by the ship "Royal Charlie."

2d. Please state whether when said iron arrived at Montreal; if you say it has arrived there, any charges had to be paid by or on behalf of the above-named libellants, in order to get possession thereof. If yea, state what said charges were, and the amount thereof; whether the same were paid under protest or not, or under any, and if any, what agreement between the libellants or their representatives and the owner of the ship "Maggie Hammond" or his representatives; and if any such agreement was made in writing, annex the same or a copy thereof to your answer, and explain the necessity or occasion for such agreement.

2. To the second interrogatory on the part of the libellants, he de-

poseth and saith: I know that the amounts of fourteen hundred and sixty dollars in gold, nine hundred and seventy-three dollars and thirty-four cents in gold, and seven hundred and thirty dollars in gold, being for freight on the respective lots of iron of the libellants, and also one hundred and sixty-two dollars and fifty cents, in gold, for wharfage upon the whole six hundred and fifty tons had to be paid by the libellants in order to get possession of the iron. These amounts were paid under protest, but I have no personal knowledge of any agreement between the parties. The sums so paid for freight and wharfage amount to three thousand three hundred and twenty-five dollars and eighty-four cents in gold, or four thousand seven hundred and twenty-two dollars and sixty-nine cents in American currency.

218 3. Please state the value in Montreal, in United States currency, of the iron belonging to each of said firms respectively at the time of its arrival, if you say it has arrived, and what means, if any, were used to ascertain such value?

3. To the third interrogatory, on the part of the libellants, he deposeth and saith: The value of the iron is correctly shewn, in gold, in the account of sales marked A A, and in American currency in the paper marked B B, produced in this cause. I was present at the sale of the iron, on the first day of August last. It realized the highest market price, and went for its full value.

4. Please state any other fact you may know of importance to the libellants, or to either of said firms?

4. To the fourth interrogatory, on the part of the libellants, he deposeth and saith: I know that the other items mentioned in the paper marked C C, now produced, amounting in the aggregate to $441 96-100, in gold, or $627 58-100 in American currency, were paid by the libellants as expenses connected with the matter of the shipment of iron by the "Maggie Hammond." There is also a claim for average and some law expenses here, the particulars of which have not yet been received. I do not know of any other facts.

Cross-interrogatories.

First. State whether or not the means used for ascertaining the value of the iron, spoken of by you, on its arrival, if you say that any means were adopted, were or were not adopted with the knowledge and consent of the respondent in these cases. If you say that this was done by a sale, say how and by whom said sale was

219 made; whether such sale was of the whole or a part only of the iron, and if a part state what part. State whether the sale so made was in order to test fairly the value of the whole iron. State whether the iron sold produced its full price; and state also the character and quality of the iron so sold, and how the same compared in value and quality with the iron not sold.

1. To the first cross-interrogatory on the part of the respondents he deposeth and saith: I do not know whether the means used to ascertain the value were consented to by the respondent. His agent,

Messrs. Henry Chapman & Co., were represented at the sale, and bought part of the iron. I consider the iron brought its full price.

Second. State fully all your means of knowledge of the matters of which you speak in answer to the direct interrogatories, and if you refer to written papers or documents, annex the same, or copies thereof, to your deposition.

2. To the second cross-interrogatory on the part of the respondents, he deposeth and saith: I have already stated all my means of knowledge.

Third. State any other matter or thing which you may know, of importance or advantage to the respondent in the above-mentioned cases, and in reference to the subject-matter thereof, as fully and particularly as if thereunto specially interrogated.

3. To the third cross-interrogatory on the part of the respondent, he deposeth and saith: I do not know any other facts.

ALFRED A. BARBER.
JOHN ROSE, *Com'r.*
W. F. GAIRDNER, *Com'r.*

220 James G. Shipway, of Montreal, auctioneer, being also first duly sworn, in due form of law:

1st. Please state whether the iron, or any part of it, which was shipped on board the "Maggie Hammond," at Ardrossan, Scotland, on or about the 23d August, 1866, for the above-named firms respectively, to be delivered to them in Montreal, has arrived at said city. If yea, when it arrived, and by what vessel?

1. To the first interrogatory on the part of the libellants, he deposeth and saith: I know that a quantity of pig iron arrived at Montreal by the ship "Royal Charlie," in July last. About the twenty-ninth of that month I received instructions to sell the same by public auction.

2d. Please state whether, when said iron arrived at Montreal, if you say it has arrived there, any charges had to be paid by or on behalf of the above-named libellants, in order to get the possession thereof. If you state what said charges were, and the amount thereof, whether the same were paid under protest or not, or under any, and if any, what, agreement between the libellants or their representatives and the owner of the ship "Maggie Hammond" or his representatives, and if any such agreement was made in writing, annex the same, or a copy thereof, to your answer, and explain the necessity or occasion for such agreement.

2. To the second interrogatory on the part of the libellants, he deposeth and saith: I am ignorant of the matters inquired of by this interrogatory.

3. Please state the value in Montreal, in United States cur-
221 rency, of the iron belonging to each of said firms respectively, at the time of its arrival, if you say it has arrived, and what means, if any were used, to ascertain such value?

3. To the third interrogatory on the part of the libellants, he de-

poseth and saith: I cannot speak personally as to the value of the iron. Upon receiving instructions to sell the same, I had the sale advertised in three of the public journals of the city, and upon the morning of the sale I sent, in accordance with my usual practice, to a large number of persons in the iron trade, and otherwise circulated a small hand-bill, in the following terms:

Pig iron, by auction.

This day, Thursday, 1st August, will be sold by auction, on the Island Wharf, for account of whom it may concern:

150 tons No. 4, "Eglington" pig iron.
50 do. No. 4, "Muirkirk" do.
150 do. No. 1, "Eglington" do.
300 do. No. 4, "Dalmellington" do.
Ex ships "Maggie Hammond" and Royal Charlie.
Also, 100 crates beer and wine bottles.
Sale at one o'clock.

J. G. SHIPWAY, *Auctioneer.*

Montreal, 1st August, 1867.

There were some one hundred and fifty of these hand-bills circulated. I took pains to give publicity to the sale, as I knew there was some litigation pending about the iron. The sale took place on the first day of August last, as advertised. and there were about 222 persons present. A term of credit in the usual way was given, upon satisfactory paper being furnished, and purchasers had the option of taking fifty tons. These terms were very favorable to buyers. I now produce a copy of account of sales of the said iron, marked A A. It shows correctly the amounts for which the iron was sold. There was a good deal of bidding, and the sale was conducted so as to get the highest price for the article. My commission amounts to $300 81-100, and advertising paid by me, to $18 10-100, making my charges $318 91-100 in Canada currency, or gold, equal to four hundred and fifty-two dollars and eighty-five cents in United States currency, and is charged at the usual rate, and is reasonable.

4. Please state any other fact you may know of importance to the libellants or to either of said firms.

4. To the fourth interrogatory on the part of the libellants, he deposeth and saith: I do not know any further facts.

Cross-interrogatories.

First. State whether or not the means used for ascertaining the value of the iron, spoken of by you, on its arrival, if you say that any means were adopted, were or were not adopted with the knowledge and consent of the respondent in these cases. If you say that this was done by a sale, say how and by whom said sale was made; whether such sale was of the whole or a part only of the iron, and if a part state what part. State whether the sale so made was in order to test

fairly the value of the whole iron. State whether the iron sold produced its full price, and state also the character and quality of
223 the iron so sold, and how the same compared in value and quality with the iron not sold.

1. To the first cross-interrogatory on the part of the respondent, he deposeth and saith: I have no knowledge of the matters inquired of by this interrogatory.

Second. State fully all your means of knowledge of the matters of which you speak, in answer to the direct interrogatories, and if you refer to written papers or documents, annex the same, or copies thereof, to your deposition.

2. To the second cross-interrogatory on the part of the respondent, he deposeth and saith: I have already stated all I know.

Third. State any other matter or thing which you know, of importance or advantage to the respondent in the above-mentioned cases, and in reference to the subject-matter thereof, as fully and particularly as if thereunto specially interrogated.

3. To the third cross-interrogatory on the part of the respondent, he deposeth and saith: I know nothing more.

J. S. SHIPMAY, *Auctioneer.*

JOHN ROSE, *Comm'r.*
W. F. GAIRDNER, *Comm'r.*

James Rose, of the city of Montreal, merchant, one of the libellants, being first duly sworn in due form of law.

1st. Please state whether the iron, or any part of it, which was shipped on board the "Maggie Hammond," at Ardrossan, Scotland, on or about the 23d August, 1866, for the above-named firms
224 respectively, to be delivered to them in Montreal, has arrived at said city. If yea, when it arrived, and by what vessel?

1. To the first interrogatory on the part of the libellants, he deposeth and saith: I am aware that the iron in question arrived at Montreal in the ship "Royal Charlie," about the twenty-second of July last.

2d. Please state whether, when said iron arrived at Montreal, if you say it has arrived there, any charges had to be paid by or on behalf of the above-named libellants, in order to get possession thereof? If yea, state what said charges were, and the amount thereof, whether the same were paid under protest or not, or under any, and if any, what, agreement between the libellants, or their representatives, and the owners of the ship "Maggie Hammond," or his representatives, and if any such agreement was made in writing, annex the same, or a copy thereof, to your answer, and explain the necessity or occasion for such agreement.

To the second interrogatory on the part of the libellants, he deposeth and saith: On that day the firm of Morland, Watson and Co. received the letter of which a copy is annexed, marked No. 1, from H. Chapman and Co., who were agents of the owners [owners] of the ship, and who also represent the owner of the "Maggie Hammond."

Mr. Amasa Durkee, the owner of the ship "Maggie Hammond" came here about the time of the arrival of the "Royal Charlie." Messrs. Morland, Watson and Co. replied to that letter the next day,
225 by a communication of which a true copy is annexed, marked No. 2, and on the same day a further reply was received from H. Chapman and Co., marked No. 3. After that, I know that Moreland, Watson and Co. did everything in their power to diminish the loss, by offering to take the iron in store, in the hope that it might be sold to better advantage. Chapman and Co. would not agree to this, and after some time [some time]. the bond, of which a true copy is annexed, marked No. 4, was settled between the respective solicitors of Morland, Watson and Co. and the agent of the ship, and was signed, to this are annexed receipts given for the freight. The iron was received by the libellants, the freight paid, and the average bond signed, all under protest, and express reservation of the rights of the parties, marked respectively; No. 5, No. 6 and No. 7, are the receipts given by the agents, Messrs. Henry Chapman and Co. for freight. The iron was delivered, and Morland, Watson and Co. gave instructions to brokers to try and dispose of it. But as the market for No. 4 was very dull, owing to all the rolling mills being closed on pig-iron, it was impossible to sell the iron by private sale. Finally, it was thought best to sell it at public auction, and it was accordingly in the different city newspapers. I have endeavored to obtain a copy of one of these newspapers, but have not succeeded. I saw the advertisement in the copies on file at the newspaper offices, but the proprietors would not part with them. The bill of sale of said
226 iron is herewith produced, marked A A, and shews what it realized. H. Chapman and Co., the agents of the ship, themselves purchased a part of it, and I am certain the iron realized more than its full value. Charges for freight and wharfage, amounting to three thousand three hundred and twenty-five dollars and eighty-four cents in gold, (equal to four thousand seven hundred and twenty-two dollars and sixty-nine cents in American currency,) as shewn in paper marked C C, had to be paid before the libellants could get possession of the iron.

3. Please state the value in Montreal in United States currency of the iron belonging to each of said firms respectively at the time of its arrival, if you say it has arrived, and what means, if any, were used to ascertain such value.

3. To the third interrogatory on the part of the libellants he deposeth and saith: The prices obtained are correctly shewn in the account sales marked A A, and the amount in American currency is stated in the papers marked B B. I have already stated the means used to ascertain the value.

4. Please state any other fact you may know of importance to the libellants, or to either of said firms?

4. To the fourth interrogatory on the part of the libellants he deposeth and saith: The other items mentioned in paper C C, (apart from the freight and wharfage before referred to,) amounting to four hundred and forty dollars and ninety-six cents in gold, or six hundred

and twenty-seven dollars and fifty cents in American currency were paid by the libellants as charges connected with the said iron. There is also a claim for average, which I have no doubt will be
227 heavy, the particulars of which we have not yet been able to get, inasmuch as they were chiefly incurred in Great Britain, and the average states is now employed in making them up under the average bond, and also some law expenses here, neither of which charges are included in statement C C. In reference to the dates of vessels sailing from England for Canada, I know by reference to the books of the harbor commissioner's office, which I have examined, that the ship "Alecto" sailed from Liverpool, England, for Montreal on the 27th of September last, and cleared from Montreal on the twenty-eighth of November last. Had the iron arrived here last fall there would have been no less on it. If it had arrived this summer, not later than the middle of June, the loss on the iron would have been very much less than what it will not be, because some of the rolling mills were then in operation to work up pig iron, and it could thus have been made much more available. I know of no further material facts.

Cross-interrogatory:

First. State whether or not the means used for ascertaining the value of the iron spoken of by you, on its arrival, if you say that any means were adopted, were or not adopted with the knowledge and consent of the respondent in these cases. If you say that this done by a sale, say how and by whom said sale was made, whether such sale was of the whole or only a part of the iron, and if a part, state what part, state whether the sale so made was in order to test fairly the value of the whole iron. State whether the iron sold produced its full price, and state also the character and quality of the iron so
228 sold, and how the same compared in value and quality with the iron not sold.

1. To the first cross-interrogatory on the part of the respondent he deposeth and saith: The means used to ascertain the value of the iron were known to the respondent, and no objection was made by him, but I do not think his formal consent was asked. Both Mr. Durkee and his agents were present at the sale, and the latter, Messrs. Henry Chapman & Co., purchased a part of it. After the sale they offered us the iron at the rate they paid, and they have since repeated the offer. The sale was made by public auction on the first of August last, and I consider more than the value of the iron obtained for it.

Second. State fully all your means of knowledge of the matters of which you speak in answer to the direct interrogatory, and if you refer to written papers or documents annex the same or copies thereof to your depositions.

2. To the second cross-interrogatory on the part of the respondent he deposeth and saith: I have already stated all my means of knowledge.

Third. State any other matter or thing which you may know, of importance or advantage to the respondent in the above-mentioned cases, and in reference to the subject-matter thereof, as fully and particularly as if thereunto specially interrogated?

3. To the third cross interrogatory on the part of the respondent he deposeth and saith: I do not know any other facts.

JAMES ROSE.

W. F. GAIRDNER, *Com'r.*
JOHN ROSE, *Comm'r.*

229 Alfred M. Rudolf, of the city of Montral, harbor master.

1st. Please state whether the iron, or any part of it, which was shipped on board the "Maggie Hammond," at Ardrossan, Scotland, on or about the 23d August, 1866, for the above-named firms respectively, to be delivered to them in Montreal, has arrived at said city; if yea, when it arrived and by what vessel.

1. To the first interrogatory on the part of the libellants he deposeth and saith: I know nothing of the matters enquired of by this interrogatory.

2d. Please state whether, when said iron arrived at Montreal, if you say it has arrived there, any charges had to be paid by or on behalf of the above-named libellants in order to get possession thereof; if yea, state what said charges were and the amount thereof, whether the same were paid under protest or not, or under any and if any, what agreement between the libellants or their representative and the owner of the ship "Maggie Hammond" or his representatives, and if any such agreement was made in writing annex the same or a copy thereof to your answer, and explain the necessity or occasion for such agreement?

2. To the second interrogatory on the part of the libellants he deposeth and saith: I make the same answer as to the previous interrogatory.

3. Please state the value in Montreal in United States currency of the iron belonging to each of said firms respectively at the time of it arrival, if you say it has arrived, and what means, if any, were used to ascertain such value?

3. To the third interrogatory on the part of the libellants he deposeth and saith: I cannot say.

230 4. Please state any other fact you may know of importance to the libellants or to either of said firms?

4. To the fourth interrogatory on the part of the libellants he deposeth and saith: I know from the books in my office that the ship "Alecto" sailed from Liverpool on the twenty-seventh of September last, and cleared from Montreal on her return voyage on the twenty-eighth of November last, and that the ship "Michigan" sailed from Liverpool on the eleventh of September last and cleared from Montreal on the eighth of November last. The earliest vessels in the spring sail from European ports for the Saint Lawrence from the twentieth of March to the first of April. Such vessels would be due at Quebec

about the first of May, on an average, and at Montreal two or three days later, on an average. The voyage from Cardiff here would be from ten to twelve hours shorter than from Liverpool.

Cross-interrogarories:

First. State whether or not the means used for ascertaining the value of the iron spoken of by you, on its arrival, if you say that any means were adopted, were or were not adopted with the knowledge and consent of the respondent in these cases. If you say that this was done by a sale, say how and by whom said sale was made whether such sale was of the whole or a part only of the iron, and if a part, state what part; state whether the sale so made was in order to test fairly the value of the whole iron. State whether the iron sold produced its full price, and state also the character and quality of
231 the iron sold, and how the same compared in value and quality with the iron not sold?

1. To the first cross-interrogatory on the part of the respondent he deposeth and saith: I have no knowledge of the matters enquired of by this cross-interrogatory.

Second. State fully all your means of knowledge of the matters of which you speak in answer to the direct interrogatories, and if you refer to written papers or documents annex the same or copies thereof to your deposition?

2. To the second cross-interrogatory on the part of the respondent he deposeth and saith: I have stated all I know.

Third. State any other matter or thing which you may know, of importance or advantage to the respondent in the above-mentioned case, and in reference to the subject-matter thereof, as fully and particularly as if thereunto specially interrogated?

3. To the third cross-interrogatory on the part of the respondent he deposeth and saith: I know nothing more.

A. M. RUDOLF.

JOHN ROSE, *Commr.*
W. F. GAIRDNER, *Comm'r.*

Frederick J. Brady, of the city of Montreal, broker, &c.

1. Please state whether the iron, or any part of it, which was shipped on board the "Maggie Hammond," at Ardrossan, Scotland, on or about the 23d August, 1866, for the above-named firms respectively, to be delivered to them in Montreal, has arrived at said city;
232 if yea, when it arrived and by what vessel?

1. To the first interrogatory on the part of the libellants he deposeth and saith: I know that a quantity of iron arrived by the ship "Royal Charlie" in July last.

2nd. Please state whether when said iron arrived at Montreal, if you say it has arrived there, any charges had to be paid by or on behalf of the above-named libellants in order to get possession thereof; if yea, state what said charges were and the amount thereof, whether the same were paid under protest or not, or under any, and if any, what agreement between the libellants or their representatives, and

the owner of the ship "Maggie Hammond" or his representatives; and if any such agreement was made in writing annex the same or a copy thereof to your answer, and explain the necessity or occasion for such agreement?

2nd. To the second interrogatory on the part of the libellants he deposeth and saith: I do not know what charges had to be paid to get possession of the iron, nor what agreement, if any, was made respecting the iron.

3. Please state the value in Montreal, in United States currency, of the iron belonging to each of said firms respectively at the time of its arrival, if you say it has arrived, and what means, if any, were used to ascertain such value?

3d. To the third interrogatory on the part of the libellants he deposeth and saith: Three hundred tons of No. 4 Dalmellington pig iron of the quantity arrived by the "Royal Charlie," was placed in my hands by Moreland, Watson & Co., libellants, for sale on the
233 twenty-fifth of July last. I tried to sell it for several days, applying to all the persons who were at all likely to buy it, but could not get an offer for it. The market for that kind of iron was then very dull. I have examined the account sales marked A, A, and am of opinion that the prices there shewn as those for which the No. 4 iron was sold, represent the full market value of such iron in Montreal at the time of sale. The price obtained for the No. 1 Eglington iron I also consider the fair market value, taking into account the quanty sold, altho' small lots were selling a trifle higher.

4. Please state any other fact you may know of importance to the libellants, or to either of said firms.

4. To the fourth interrogatory on the part of the libellants, he deposeth and saith: I do not know any other facts of importance.

Cross-interrogatory.

First. State whether or not the means used for ascertaining the value of the iron spoken of by you, on its arrival, if you say that any means were adopted, were or were not adopted with the knowledge and consent of the respondent in the cases; if you say that this was done by a sale, say how, and by whom, said sale was made; whether such sale was of the whole or a part only of the iron; and if a part, state what part; state whether the sale so made was in order to test fairly the value of the whole iron. State whether the iron sold produced its full price; and state also the character and quality of the iron so sold, and how the same compared in value and quality with the iron not sold.

234 1. To the first cross-interrogatory on the part of the respondent, he deposeth and saith: I have stated what means were taken by me to ascertain the value, and am ignorant of the other matters enquired of, except in so far as stated in my examination-in-chief.

Second. State fully all your means of knowledge of the matters of which you speak in answer to the direct interrogatories; and if you

refer to written papers or documents annex the same, or copies thereof, to your deposition.

2. To the second cross interrogatory on the part of the respondent, he deposeth and saith: I have already stated all my means of knowledge.

Third. State any other matter or thing which you may know of importance or advantage to the respondent in the above-mentioned cases, and in reference to the subject-matter thereof, as fully and particularly as if thereunto specially interrogated.

3. To the third cross-interrogatory, on the part of the respondent he deposeth and saith: I know nothing more.

FREDERICK J. BRADY.

JOHN ROSE, *Comm'r.*
W. F. GAIRDNER, *Comm'r.*

A A.

Acc't sales of pig-iron sold on account of whom it may concern, ex "Maggie Hammond" and "Royal Charlie," by order of Morland, Watson & Co.

Henry Chapman & Co.

235	50 tons No. 4 Dalmellington iron, $18 15	$907 50	
			$907 50

H. W. Ireland:

50	tons Eglington and Muirkirk, $18 50	925 00		
100	" do. $18 20	1,820 00		
50	" do. $18 15	907 50		
50	" Dalmellington No. 4, $18 45	922 50		
50	" do. $18 05	902 50		
150	" do. $17 45	2,692 50		
150	" Eglington No. 1, $19 70	2,955 00		
			11,125 00	
Charges				12,032 50
Advertising and bills		18 10		
Commission, 2½c.		300 81		
			318 91	
Net proceeds				$11,713 59

Montreal, 1st August, 1867.
E. & O. E.

J. G. SHIPWAY, *Auctioneer.*

B B.

		Gold.	Gold out.	Charges.	U. S. C'y.
300 tons Dalm'n iron,	$5,425 00	$5,425 00	$5,281 20	$143 80	$7,525 71
Less charges,	143 80				
	5,281 20				
200 tons Egl'g'n & Muir'k	3,652 50	3,652 50	3,555 72	96 78	5,066 90
Less charges,	96 78				
	3,555 72				
150 tons Egli'g'n.....	2,955 00	2,955 00	2,876 67	78 33	4,099 25
Less charges,	78 33				
	$2,876 67				
		$12,032 50	$11,713 59	$318 91	$16,691 86

236 C C.

Memo. of charges on pig-iron, ex ships Maggie Hammond & Royal Charlie.

1867.			
May 7.	To cash paid C. S. Watson, expenses to Baltimore.....		$266 50
31.	To cash paid telegrams at sundry times.....		12 84
July 8.	To cash paid H. Rogers, Sons & Co., for law charges and expenses....	£10 08 05	
17.	....	7 03 00	
	....	10 05 08	
		£27 17 11=	$137 62
Aug. 8.	To cash am't of freights, M. W. & Co., 300 tons.....		1,460 00
	To cash am't of freights, I. T. Bigelow & Co, 200 tons.....		973 34
	To cash paid am't of freights, McLeary, 150 tons.....		730 00
	To cash, wharfage &c., 650 tons...		162 50
	" " expenses Mr. Leary to Montreal.....		25 00
		Gold,	$3,767 80
		A. C'y,	$5,350 27

Remitted Wallis & Thomas $300, U. S. c'y. Av'ge charges not made up. Legal ch'g's and costs of commissions to Montreal.

No. 1.

MONTREAL, 22*nd July*, 1867.

Messrs. Morland, Watson & Co., Montreal:

DEAR SIRS: The "Royal Charlie" will be ready to deliver the "Maggie Hammond's" pig-iron to-morrow, and we will thank
237 you to state to us by letter to-day whether you are prepared to receive this iron, pay the freight, and sign the average bond. We will also feel obliged by your stating whether you are the holders of the original bills of lading, by the Maggie Hammond, and also those given in substitution by the Royal Charlie, viz:

1 dated Ardrossan, 23rd Aug., 1866, 50 tons pig-iron consigned to order.

1 dated do. do. 300 " " consigned to yourselves.

1 dated do. do. 200 " " consigned to I. T. Bigelow & Co.

1 dated do. do. 150 " " consigned to I. & O. McClary.

If you will specially reply to the above to-day, we will feel much obliged.

We are, dear sirs, yours respectfully,

(Sig'd) HENRY CHAPMAN & CO., *Agents.*

No. 2.

MONTREAL, *July* 23*d*, 1867.

Messrs. H. Chapman & Co. Montreal.

DEAR SIRS: In reply to your letter of yesterday, we beg to say that we are the holders of the original bills of lading of the "Maggie Hammond," as of those of the "Royal Charlie."

238 As to taking delivery of the iron, or coming under any liability in respect of average, we must say that we are advised that there is great doubt whether we are now bound, under the circumstances, to receive it at all, and that we cannot be held liable for average. Yet, as we have no desire to make needless trouble, but are, on the contrary, desirous of bringing the loss and damage within as small a compass as possible, we agree to receive the iron and pay the freight under protest, and subject to our right to recover, in the various suits now pending against the "Maggie Hammond," such sums, by way of damage or otherwise, as we may be entitled to, and that the acceptance of the iron shall not be considered as a waiver in any respect whatever of our rights in those suits, or otherwise howsoever.

We shall be glad to know the amount claimed for average; and we would also object to incur any liability whatever in respect of such a claim, except on the like express condition, that it shall not injure or be considered as a waiver of our rights in any particular against the "Maggie Hammond," her master or owners, but that our right to

recover such damage or money as we may be entitled to under the circumstances, shall exist as fully as if we had not consented to receive the iron subject to average. We shall be glad to know whether these conditions are acceptable to you.

We are, dear sirs, yours truly,

(Signed) MORLAND, WATSON & CO.

239 We are not holders of the B. L. of 50 tons pig-iron consigned to order; this, we think, is in the hands of Mess. James Hutton & Co.

M. W. & Co.

No. 3.

(Copy.)

MONTREAL, 23*d July*, '67.

Messrs. Morland, Watson & Co., Montreal:

DEAR SIRS: We are in receipt of your favor of this date, and as we consider the terms upon which you are prepared to receive the iron fair and reasonable, we have advised the captain to agree to them. Would you please furnish us, as early as you can, with a draft of the reservations you purpose inserting in the receipt for the freight and also in the average bond.

We would like to have this in the morning; the ship is now waiting to put the iron out.

We are, dear sirs, yours truly,

HENRY CHAPMAN & Co., *Agents.*

As soon as we ascertain the amount of the average bond we will let you know it. The papers should have been here long ago.

No. 4.

Know all men by these presents, that the undersigned, Morland Watson & Company, and James Hutton & Company, of Mon-
240 treal, I. T. Bigelow & Company, nail manufacturers, of Montreal, and I. and O. McLeary, of London, Ontario, founders, consignees, and owners of goods shipped at Ardrossan, in Scotland, in the ship or vessel called the "Maggie Hammond," whereof Henry Anderson is master, are held and firmly bound unto the said Henry Anderson in his said capacity, and the owners of the said ship or vessel, in the penal sum of one thousand dollars each, to be well and truly paid to the said Henry Anderson or to the owners of the said ship or vessel or their duly authorized attorney or agent in Montreal, viz, Messieurs Henry Chapman & Co., merchants at Montreal, and their executors and administrators, for which payment to be well and truly made, we bind ourselves, and each of us, by himself and our heirs, executors, and administrators for, and in the whole, firmly by

these presents, sealed with our seals, and dated this twenty-ninth day of July, one thousand eight hundred and sixty-seven.

Whereas the ship "Maggie Hammond," about the latter end of August now last past, (1866,) sailed from the port of Ardrossan aforesaid, bound to Montreal laden with a cargo of pig-iron.

And whereas the captain and owners aver, but as the said Morland & Co., and James Hutton & Co., and the other parties hereto are ignorant of, and do not admit, that after having been some time at sea the said ship, "Maggie Hammond," was by reason of considerable damage and injuries suffered, unable to proceed on her voyage and compelled to put back for repairs, and touched at
241 "Milford Haven" on the west coast of Wales, where being unable to discharge her cargo, and there being at that place no dry dock or other means to repair the vessel she had to be towed to Cardiff, where she stored her cargo, as the whole will appear at full length by the ship's protest.

And whereas the said captain, and owners also, aver that the said Morland Watson & Co., and other consignees are ighorant, and do not admit that when the said ship was repaired it was then too late to proceed on her voyage to Montreal.

And whereas the cargo has since been brought to the port of Montreal and is now ready for delivery.

And whereas the said captain and owners also aver, but the said Morland Watson & Co., and James Hutton & Co. and other consignees are ignorant, and do not admit, that very heavy expenses were incurred and sacrifices made in getting said vessel towed, and in discharging and storing the cargo and otherwise, and that all such are a subject of general average, the nature and amount of all which expenses and losses will be shown and set forth in a competent average stated according to law, and that all such expenses and losses, from, as aforesaid, a charge on the said vessel, and freight and cargo under the denomination of general average, and to which the owners and consignees of the goods laden on board thereof are liable to contribute; none of which averments are admitted by, but on the contrary, the said consignees are ignorant of.

And whereas divers suits have been instituted and are now pending by the owners and consignees of the cargo against the ship
242 or vessel "Maggie Hammond" and her owners, in the State of Maryland, one of the United States of America, or in the courts of the United States there.

And whereas the iron having now arrived, the same is offered to the said consignees, who have, under protest, agreed to receive the same and pay the freight and any claim for average which may be legally exigible, but so as that such reception of the iron, payment of freight, or any claim for average, or the payment of either shall in no way impair, effect, or interfere with the remedy of the said several consignees in the said actions, or with the proceedings so pending as aforesaid, and on such conditions the parties are willing to deliver the said iron.

Wherefore, we, the herein before-naned and undersigned owners

and consignees of the goods laden on board the said ship or vessel called the "Maggie Hammond," do hereby, under the express reservations and protest aforesaid, for ourselves severally and respectfully, and not jointly, personally engage and agree with the said Henry Anderson and also with the owners of the said ship to pay or cause to be paid to the said Henry Anderson as such master of said vessel, or as may be required, to the owners of the said vessel or their agents, the said Henry Chapman and Company, the proper and respective proportions of general average expenses, if any, which may be found legally to have been incurred and to be exigible, as may be set forth in a statement of average to be hereafter prepared, and for which our several goods may be liable, and also our proper and re-
243 spective proportions of all legal or other charges and expenses in adjusting and collecting average and other expenses to which we are or shall be respectively liable, or which the cargo ought to bear under the circumstances, rateably and in a fair proportion.

And for the better computing the same, we do hereby agree to refer the amount and proportion thereof, to be established and adjusted by William Cooper, of the city of Montreal, average stater, and by whose decision in the premises we do hereby engage to decide.

Now the condition of the present obligation is such, that if we, the hereinbefore named and undersigned consignees and owners of said cargo, do and shall well and truly pay on demand to the said Henry Anderson, or the owners of said ship or vessel, or their agents, the said Henry Chapman and Company, or their attorneys, our respective shares and proportions of any losses, expenses, and charges which may properly be the subject of general average whenever and as soon as the same shall have been adjusted and ascertained by the said William Cooper, then and such case this obligation to be null and void, otherwise to be and remain in full force, virtue, and effect, it being, however, hereby expressly agreed that nothing in these presents contained shall effect or be construed to effect, lessen, impair, retard or interfere with the various suits and proceedings now pending in the courts of the State of Maryland or of the United States against the said ship or vessel the "Maggie Hammond," her master or owners, or to relieve, impair, or alter any security,
244 bond or instrument existing in respect thereof.

In testimony whereof we have hereunto set our respective hands and seals on the day, month and year above written.

(Signed,) MORLAND, WATSON & CO.
I. & O. McLARY.
Per M. W. & Co.
I. T. BIGELOW & Co.

Signed, sealed, and delivered in presence of—
JAMES MACDONALD.

No. 5.

MONTREAL, *July* 30, 1867.

Messrs. I. & O. McClary:

To captain and owners of the ship Royal Charlie,
Henry Chapman & Co. agents:

For freight and primage from Cardiff as per bill of lading, £150 0 0, stg., at 9½ per cent. is $730 00.

This iron is received and freight paid under protest by I. & C. McLary, and shall in no way impair, effect, or interfere with the remedy of the said I. & C. McLary in suits which are now pending against the ship Maggie Hammond or her owners, the iron being delivered by the owners and agents on the above understanding which is more particularly set forth in an average bond dated the 29th July, 1867.

Received payment Aug. 8th, 1867.

HENRY CHAPMAN & CO., *Agents.*

No. 6.

MONTREAL, *July* 30, 1867.

Messrs. I. T. Bigelow & Co.:

245 To captain and owners of the ship Royal Charlie,
Henry Chapman & Co., agents:

For freight and primage from Cardiff as per bill of lading £200 0 0, stg., at 9½ per cent. is $973 33.

The above iron is received, and freight paid under protest, by I. T. Bigelow & Co., and shall in no way impair, effect or interfere with the remedy of the said I. T. Bigelow & Co. in the suits which are now pending against the ship "Maggie Hammond" and her owners, the iron being delivered by the owners and agents on the above understanding, and which is more particularly set forth in an average bond, dated the 29th July, 1867.

Received payment, Aug. 8th, 1867.

HENRY CHAPMAN & CO., *Agents.*

No. 7.

MONTREAL, *July* 30, 1867.

Messrs. Morland, Watson & Co.:

To captain and owners of the ship Royal Charlie,
Henry Chapman & Co., agents:

For freight and primage from Cardiff, as per bill of lading, £300 0 0, stg. at 9½ per cent., is $1,460 00.

The iron is received, and freight paid under protest, by Morland, Watson & Co., and shall in no way impair, effect or interfere with the remedy of the said Morland, Watson & Co., in suits which are

now pending against the ship Maggie Hammond, or her owners, the iron being delivered by the owners and agents on the above
246 understanding, which is more particularly set forth in an average bond, dated the 29th July, 1867.

Received payment, Aug. 8th, 1867.

HENRY CHAPMAN & CO., *Agents.*

In District Court of the United States for the district of Maryland.

Exception to testimony.

MORLAND, &C.
vs.
THE MAGGIE HAMMOND.

MCCLARY &C.
vs.
SAME.

BIGELOW &C.
vs.
SAME.

The libellants in the above cause except to the admissibility of any and all of the letters and telegrams of Singleton, Dunn & Co., of Willans & Co., of Amasa Durkee, of Alexander Jack, of Ingleden & Ince, and of Rogers & Co., filed with either of the commissions, and to all of the testimony taken under either of said commissions, as to the acts of either of said parties subsequent to the shipping of the iron, as res inter alias acta.

WALLIS & THOMAS,
Proctors for Libellants.

Opinion of the court.

THOMAS MORELAND AND OTHERS
vs.
THE SHIP MAGGIE HAMMOND.
Opinion of the court.

247 The facts of this case are briefly these: That the ship took on board, at a port in Scotland, a cargo of iron for libellants, on the 25 August, 1866, to be transported to Montreal, Canada, a voyage usually requiring from 35 to 40 days; that on the 7th Sept. she sprung a leak at sea, from the violence of a storm, and returned to Cardiff, Wales, for repairs, where a survey was held, and it was ascertained, on the 9 Oct., that she would have to be unloaded and go on the dry dock for repairs, which was done, and on the 5 November her repairs were completed; that at that time there were many vessels at Cardiff, and one could easily have been procured to

transport libellants' iron to Montreal before the close of the season. Now the master of the Maggie Hammond should either have reloaded the iron on board his ship on the 5 November, and proceeded on his original voyage, and if he had done so, he might been reached Montreal before the St. Lawrence was closed with ice; or if, when it became necessary to unload his cargo at Cardiff for repairs, it was apparent to her that they could not be completed in time to justify him, as a prudent shipmaster, in proceeding on the original voyage, in his said vessel, on account of the lateness of the season, as appears by his protest to have been his opinion, it was his duty to have transhipped libellants' iron to another vessel, in order that it might have been delivered to libellants before the port of Montreal would be closed with ice.

248 Having failed to do either, the court hold that the ship is responsible for the difference between the value of the iron at Montreal, had it reached there on the 15th Dec'r, 1866, and its value in July, 1867, when it did actually arrive, with interest on the value of the iron from 15 Dec'r, 1866, to 22nd July, 1867, and interest on difference in value to this date.

WILLIAM F. GILES.

In the District Court of the U. S. for the district of Maryland.

Decree.

MORLAND AND OTHERS
vs.
THE SHIP MAGGIE HAMMOND AND CLAIMANT. } Decree.

The above-named ship, Maggie Hammond, having been delivered to the claimant on stipulation, and the cause having been submitted to the court, and having been argued, heard and considered, and it appearing to the court that the libellants are entitled to recover for their damages in the premises the sum of three thousand and ninety-two dollars thirty cents ($3,092 30) and the costs of these proceedings, it is thereupon by the court, this 26th day of October, 1867, adjudged, ordered and decreed, that the stipulators, Amasa Durkee, Stewart Darrell, George A. Coleman and Edwin Bailey pay to the libellants or their proctors, within ten days from the date hereof, the said sum of three thousand and ninety-two dollars thirty cents, ($3,092 30,) to-

249 gether with the costs of these proceedings; this decree, however, not being intended to affect the average, as presented by the proceedings, which is hereby left open for adjudication before the proper tribunals, as it may arise, without prejudice herefrom. By consent of the parties.

WILLIAM F. GILES.

From which said decree, so as aforesaid passed, the said ship "Maggie Hammond," and the said stipulators by their proctors aforesaid, in open court here have prayed an appeal to the Circuit Court

of the United States for the fourth circuit in and for the Maryland district, to be held at the city of Baltimore on the first Monday in November next, and to him it is granted.

Thereupon it is ordered by the court here that the record and proceedings aforesaid, with all things relating thereto, be transmitted to the said Circuit Court, and the same is hereby transmitted accordingly.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the District Court aforesaid, I have hereunto subscribed my name and affixed the seal of the said District Court this second day of Nov'r, in the year of our Lord one thousand eight hundred and sixty-seven.

[SEAL.] JAMES W. CHEW,
Clerk District Court.

250 In the Circuit Court of the United States for the Circuit of Maryland.

Decree.

THOMAS MORLAND, CHARLES STANhope Watson, and James Rose,
vs.
SHIP "MAGGIE HAMMOND."

This cause being ready and having been by the proctors of the respective parties submitted for decision, it is hereupon this 29th day of November, eighteen hundred and sixty-seven, adjudged, ordered and decreed, that the decree of the District Court be and the same hereby is, affirmed with costs.

S. P. CHASE,
Chief Justice U. States.

From which said decree so as aforesaid passed the said claimant of the ship Maggie Hammond, by their proctors aforesaid, in open court here, hath prayed an appeal to the Supreme Court of the United States to be held at the City of Washington, on the first Monday in December next, and to him it is granted.

Thereupon it is ordered by the court here, that the record and proceedings aforesaid, with all things relating to the same, be transmitted to the said Supreme Court, and the same is hereby transmitted accordingly.

251 *Appeal Bond.*

Know all men by these presents that we Joseph C. Yates and William H. Perot, are held and firmly bound unto Thomas Morland, Charles Stanhope Watson and James Rose, to the sum of six thousand two hundred dollars to be paid to the said Thomas Morland, Charles Stanhope Watson, and James Rose, their executors, administrators and assigns, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators jointly and severally, firmly by these presents; dated this thirtieth

day of November, in the year of our Lord eighteen hundred and sixty-seven. Whereas heretofore, to wit, on the twenty-seventh day of February, in the year 1867, the said Thomas Morland, Charles Stanhope Watson and James Rose, trading as Morland, Watson & Company, filed their libel in the District Court of the United States in and for the Maryland district, against the ship or vessel called the "Maggie Hammond" in a cause of contract, civil and maritime.

And whereas at a District Court of the United States in and for the Maryland district, begun and held at the city of Baltimore on the first Tuesday in September, in the year of our Lord, 1867, to wit, on the 26th day of October, A. D. 1867, by the decree of the said District Court, the said Morland, Watson and Company recovered against Amasa Durkee, Stewart Darrell, George A. Coleman, and Edwin Bailey, the stipulators in said case, the sum of three
252 thousand and ninety-two dollars and thirty cents, together with the costs.

From which said decree so as aforesaid passed, the owner of said ship or vessel called the Maggie Hammond, and the said stipulators, prays an appeal to the Circuit Court of the United States, for the fourth circuit in and for the Maryland district, to be held at the city of Baltimore on the first Monday of November then next.

And whereas also at a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore on the first Monday of November, in the year of our Lord one thousand eight hundred and sixty-seven, it was ordered, adjudged and decreed by the said Circuit Court, that the decree of the said District Court be, and the same is hereby affirmed, with costs.

From which said decree the said claimant and owner of the said ship or vessel and stipulators have prayed an appeal to the Supreme Court of the United States to be held at the city of Washington on the first Monday in December next.

Now the condition of the above obligation is such that if the said claimant and owner of the said ship or vessel "Maggie Hammond," and the said stipulators, shall well and truly prosecute with effect their said appeal, and pay unto the said Thomas Morland, Charles Stanhope Watson and James Rose, their heirs, executors, administrators or assignees, the amount decreed unto them by the said District
253 and Circuit Courts, also all such damages, costs, and charges as may be awarded unto them by the said Supreme Court in case they the said appellants, shall fail to make good their said appeal, then this obligation to be void and of none effect, otherwise to be and remain in full force and virtue in law.

[SEAL.] JOS. C. YATES.
[SEAL.] W. H. PEROT.

Signed, sealed and delivered in the presence of—
F. W. BRUNE.

"Bond approved 4 Dec., 1867."

WILLIAM F. GILES.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the Circuit Court aforesaid, I hereunto subscribe my name and affix the seal of the said Circuit Court this seventeenth day of February, in the year of our Lord one thousand eight hundred and sixty-eight.

[SEAL.] JAMES W. CHEW,
Clerk Circuit Court.

[5-ct. stamp, cancelled.]
REC. 306—10

Marks